

## REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 18 day of Nov, 1972, between ERNEST TRACHSEL and BARBARA TRACHSEL, husband and wife, hereinafter called the "sellers", and J. B. GRIFFITH and WANDA GRIFFITH, husband and wife, hereinafter called the "purchasers",

WITNESSETH: That the sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers the following described real estate, with the appurtenances, situate in the County of Skamania, State of Washington, to-wit:

That certain parcel of property situated in Section Fourteen (14), Township Three (3) North, Range Nine (9) East, W.M., described as follows: Beginning at a point South 57° East and a distance of 222 feet from the quarter corner common to Sections 14 and 15, said Township 3 North, Range 9 East, W.M.; thence South a distance of 154 feet to a point; thence East 154 feet to a point; thence North 154 feet to a point; thence West 154 feet to a point of beginning. Said lot containing .54 acre, more or less.

The terms and conditions of this contract are as follows:

The purchase price is Four Thousand Five Hundred (\$4,500.00) Dollars, of which Two Hundred Fifty (\$250.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Fifty (\$50.00) Dollars per month beginning on the 15th day of June, 1973 and continuing thereafter until the entire unpaid principal and interest has been paid in full; the unpaid principal hereunder to bear interest at the rate of five per cent (5%) per annum. PROVIDED that, in the event the purchaser, J. B. Griffith, is for any reason unable to work, the payments hereunder shall be suspended for such time as he is so unable to work, however, not to exceed 180 days per year. PROVIDED FURTHER, that during said period the interest shall accrue.

It is agreed between the parties hereto that in the event the purchasers desire to resell the subject property within twenty (20) years from the date of this sale, they must first offer said

The purchasers agree that full inspection of said described premises has been made and that neither the sellers nor assigns shall be held to any covenant respecting the condition of any improvements

property to the sellers on the same terms and conditions as they purchased hereunder; however, they may charge an additional price based on the reasonable value of any improvements which they may place on the premises, said value to be determined by the actual cost of said improvements. Said offer from the purchasers to the sellers shall be in writing and the sellers shall have thirty (30) days in which to either accept or reject the same. If the sellers do not accept or reject said offer within the thirty-day period the purchasers hereunder shall be free to sell to whomever they choose and at whatever price they decide.

When the balance of the purchase price has been paid in full the purchasers shall be entitled to a deed.

The purchasers are entitled to take possession of said premises on date of closing unless otherwise determined by the parties.

The purchasers agree to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchasers assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchasers agree, until full payment of said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the sellers and for the sellers' benefit as interest may appear and to pay all premiums therefor.

In case the purchasers shall fail to make any payment hereinbefore provided by the purchasers to be made, the sellers may make such payment and any amount so paid by the sellers, together with interest thereon from date of payment until repaid at the rate of ten per cent (10%) per annum, shall be repayable by the purchasers on demand, all without prejudice to any other right the sellers might have by reason of such default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

*Robert J. Macaul*  
*Robert J. Macaul*

VIDED FURTHER, THAT DURING SAID PERIOD THE INTEREST SHALL ACCRUE.

It is agreed between the parties hereto that in the event the purchasers desire to resell the subject property within twenty (20) years from the date of this sale, they must first offer said

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The purchasers agree that full inspection of said described premises has been made and that neither the sellers nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

Time is of the essence of this contract. In case the purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore stated, or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchasers hereunder shall cease and determine and any payments theretofore made hereunder by the purchasers shall be retained by the sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered or certified mail to the purchasers place of residence. Or the sellers may elect to bring action on any overdue installment, or on any payment made by the sellers and repayable by the purchasers, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchasers, are independent of the covenant to make a deed that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver as a waiver of any subsequent default.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit.

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ten per cent (10%) per annum, shall be repayable by the purchasers on demand, all without prejudice to any other right the sellers might have by reason of such default.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

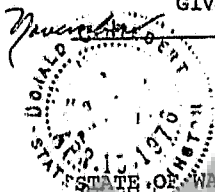
Ernest Trachsel  
Barbara Trachsel  
(Sellers)

James B. Griffith  
Wanda Griffith  
(Purchasers)

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me ERNEST TRACHSEL and BARBARA TRACHSEL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of November, 1972.

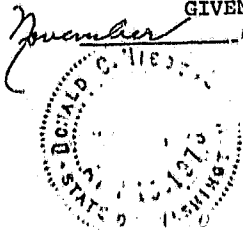


Donald C. Niedert  
Notary Public in and for the State of Washington, residing at Stevenson.

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me J. B. GRIFFITH and WANDA GRIFFITH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of November, 1972.



Donald C. Niedert  
Notary Public in and for the State of Washington, residing at Stevenson.

No. 1678  
**TRANSACTION EXCISE TAX**  
**NOV 20 1972**  
Amount Paid 45.00  
Richard J. Kallgren  
Skamania County Treasurer  
By Richard J. Kallgren Dep.