

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT made this day between WILLIAM J. GILL, acting individually and as the duly appointed, qualified and acting guardian of the person and estate of Juliet A. Gill, an incompetent, his wife, hereinafter called "Sellers", and NORBERT J. KIEDROWSKI and JOYCE E. KIEDROWSKI, husband and wife, and LYLE W. CHAFFEE and WILMA J. CHAFFEE, husband and wife, and HARNEY M. SYVERSON and SHIRLEY M. SYVERSON, husband and wife, hereinafter called "Buyers",

WITNESSETH:

1. **DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD:** In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers, the following described 2561 real estate in Skamania County, Washington, to-wit:

The Southeast quarter of Section Twenty-four (24), Township Three (3) North, Range Five East of the Willamette Meridian.

SUBJECT HOWEVER, to easements and rights of way of record.

No. _____
TRANSACTION EXCISE TAX

MAY 24 1974

Amount Paid \$28.00
M. J. O'Connell
Skamania County Treasurer

2. **PURCHASE PRICE:** The purchase price for said real estate is the sum of Twenty-eight Thousand and no/100 Dollars (\$28,000.00), of which the Buyers have this day paid the sum of Seven Thousand Four Hundred Fifty and no/100 Dollars (\$7,450.00) as down payment, receipt of which is hereby acknowledged by the Sellers. The balance of \$20,550.00 shall be paid in monthly installments as follows: \$210.00 or more, at Buyers' option, on or before the 1st day of June, 1974, and \$210.00 or more, at Buyer's option, on or before the same day of each month thereafter, until the full balance of principal and interest have been paid. All payments shall include interest on the unpaid balance from time to time at the rate of seven percent (7%) per annum computed from the date of this Contract, and continuing until said balance of principal and interest have been paid in full.

Buyers reserve the right to pay the balance on this Contract in full at any time without penalty. All payments under this Contract shall be made to the Sellers at City of Portland, Oregon 415 N. E. 4th, Corner 10th, or at such other place as the Sellers may from time to time in writing direct.

3. **POSSESSION:** Buyers shall be entitled to possession of the above described real estate as of the date of this Contract.

4. **ADVANCES:** It is understood and agreed that in the event the Buyers fail or neglect or refuse to pay any taxes, assessments, insurance premiums or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this Contract and the said sums shall be repaid by the Buyers to the Sellers with interest thereon from each respective date of advancement until repaid at the rate of eight (8%) percent per annum payable to the Sellers semi-annually.

5. **PREPAID TAXES:** The 1974 real estate taxes shall be paid by Buyers.

6. **BUYERS' COVENANTS:** Buyers covenant and agree as follows:

(a) To make the payments above mentioned in the manner and on the dates named.

(b) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or the improvement thereon by fire, or from any other cause.

Real Estate Contract:

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(c) To make or permit no unlawful or offensive or improper use of said property or any part thereof.

(d) To keep the said property at all times in as good condition as the same now is.

(e) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(f) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this Contract.

(g) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrance whatsoever having or taking precedence over the rights of the Sellers in and to the said property.

(h) Not to remove the buildings or other improvements, without the written consent of the Sellers, nor to permit any waste, destruction or damage thereto.

7. DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyers within thirty (30) days after final payment on this Contract a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances except those mentioned herein.

Sellers are at this time procuring and delivering to Buyers a Purchasers Policy of Title Insurance showing their title to be free and clear of all encumbrances except those mentioned herein as of the date of this Contract. It is agreed that Sellers shall have no obligation to give further proof of their title.

8. BUYERS' RIGHT TO PARTIAL CONVEYANCES: The parties agree that Buyers shall be entitled to partial conveyances of portions of the above described real estate as the purchase price is paid. Buyers shall be entitled to a conveyance of one (1) acre thereof for each \$300.00 paid on the principal balance of the purchase price, including the \$7,450.00 down payment. It is agreed however, that Buyers shall not be entitled to such conveyances for payments made in increments of less than ten (10) acres or \$3,000.00.

It is further agreed that all costs of such partial conveyances shall be borne by the Buyers including a reasonable allowance for Sellers attorneys' fees in preparing the conveyance or in reviewing a conveyance prepared by Buyers, provided, however, the cost of Revenue Stamps on all such conveyances shall be borne by Sellers.

The land to be so conveyed to Buyers may be selected by Buyers, but shall not be so selected as to interfere with Sellers' access from the remaining un conveyed land to road rights of way now or hereafter located on the real estate contracted to be sold.

9. ASSIGNMENT: It is agreed that no assignment or contract for assignment of this Contract and/or no contract by Buyers to sell the subject thereof or any part thereof shall be valid unless the same shall be consented to by the Sellers in writing.

10. FORFEITURE: Time is of the essence of this Contract and if the Buyer shall fail, refuse or neglect to pay either, or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this Contract null and void; and if the Buyers shall fail to make good such default within thirty (30) days after the Sellers shall have served a written Notice of Intention to Declare Contract Forfeited by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or the

Real Estate Contract:

STATE OF WASHINGTON
COUNTY OF CLARK

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SS.
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Guardian of John A. Hill.

ing same by registered mail to said Buyers at their last known address or ...

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STATE OF WASHINGTON
COUNTY OF CLARK

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SS.
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On this day personally appeared before me WILLIAM J. GILL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of May, 1974.



Paul S. Bay
Notary Public in and for the State
of Washington, Residing at Camas.

STATE OF WASHINGTON
COUNTY OF CLARK

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SS.
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I hereby certify that on this 13th day of May, 1974, before me came WILLIAM J. GILL, to me known to be the guardian of the person and estate of Juliet A. Gill, an incompetent, and known to me to be the person described in and who executed the within instrument and acknowledged that he executed the same as such guardian.



Paul S. Bay
Notary Public in and for the State
of Washington, Residing at Camas.



77556

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Robert J. Salvendy
OF Stevenson, Wash.
AT 12:30 PM May 24, 1974
WAS RECORDED IN BOOK 66
OF Need AT PAGE 766-7
RECORDS OF SKAMANIA COUNTY, WASH.
HR Ladd
COUNTY AUDITOR
P. Patrick
DEPUTY

REGISTERED	P
INDEXED: DIR	P
INDIRECT	P
RECORDED	
COMPARED	
MAILED	