



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 13th day of June, 1974 between GORDON T. MACWILLIAM and SYLVIA T. MACWILLIAM, husband and wife and LEONOR D. WAYMIRE, a widow, & DENNIS LE MOINE, dealing in his separate property hereinafter called the "sellers," and EUGENE D. BARROW and MARY D. BARROW, husband and wife hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington

The North 650 feet of all that portion of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 4 N., Range 12 E., S.W. 1/4, lying easterly of County Road 244, Skamania County, Washington.



The total purchase price of the premises as shown on the attached map is \$12,000.00. Fifty and 00/100 (\$5,000.00) of which the purchaser has paid in cash at the time of execution of this contract. The balance of \$7,000.00 shall be paid by the purchaser to the seller in the form of a promissory note and mortgage in the amount of \$7,000.00, with interest at the rate of 12% per annum, payable in monthly installments of \$100.00, beginning on the 1st day of July, 1974, and continuing until the principal and interest have been paid in full. The purchaser agrees to pay interest on the unpaid principal balance of the note of \$1,000.00 from the 1st day of July, 1974, until the principal and interest have been paid in full. The purchaser agrees to pay interest on the unpaid principal balance of the note of \$1,000.00 from the 1st day of July, 1974, until the principal and interest have been paid in full.

THE SELLERS, GORDON T. MACWILLIAM and SYLVIA T. MACWILLIAM, husband and wife, and LEONOR D. WAYMIRE, a widow, & DENNIS LE MOINE, husband and wife, purchasers.

The purchaser further agrees to provide warranty deeds in general warranty form of this contract and payment to them, their heirs, successors or assigns the purchase price of TWELVE HUNDRED AND NO/100 (\$1200.00) dollars and here, which amount shall be in cash and in addition of the regularly scheduled payments herein and shall apply directly to the contract (principal) balance then owing.

Purchaser agrees to supply all legal descriptions and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access for ingress, egress and utilities for the land remaining under contract.

No deed release will be granted if this contract is in any way in default.

It is agreed that 30 per cent of the proceeds from any timber products removed will be paid to the seller and shall apply directly to the contract balance then owing.

Purchaser further agrees that no coniferous trees less than 8 inches in diameter will be cut until the contract balance has been reduced by 30 per cent unless the seller grants written permission.

As referred to in this contract, "date of closing" shall be July 2, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mort contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and to the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be liable to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking constitutes a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance standard form, or a commitment therefor, issued by the title insurance company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereinafter is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, or seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's

(5) If seller's title is not valid and subject to an existing contract or mortgage, which seller is purchasing said real estate, he may mortgage or otherwise dispose of the real estate in any way, after giving to each purchaser a certificate with the terms hereof, and upon receipt of the certificate shall have the right to make any payments necessary to remove the mortgage, and any payments so made shall be credited on the purchase price and the same under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in accordance with the schedule and delivery to purchaser a statutory warranty deed to said real estate, excepting any such unpaid taxes for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller and not set to the following:

**SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.**

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of a real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit same to be used, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) To give the purchaser title to make any payment herein provided or to maintain insurance, as herein required, the seller shall deliver to purchaser a certificate of title insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum (shown from date of severance until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other claim the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with its provisions and conditions as aforesaid hereunder or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder, and all improvements thereon upon the real estate shall be forfeited to the seller as liquidated damages. The seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default or the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to heretofore said termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any amounts so paid hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of construction, including the reasonable cost of a suit to enforce any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of construction, including the reasonable cost of a suit to enforce any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Leona D. Waystra* (2021)  
Leona D. Waystra  
*John P. ...*  
No. 2655

**TRANSACTION EXCISE TAX**

JUL 3 1974

STATE OF WASHINGTON  
County of Skamania

Know all men to whom these presents shall come, that the within and foregoing instrument was lawfully made and executed by the parties thereto, and that the same is a true and correct copy of the original as the same appears from the records of the County Auditor of Skamania County, Washington.

GIVEN under my hand and official seal this 3rd day of July 1974.

*John P. ...*  
County Auditor for the State of Washington

Reading at ...

77-110

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| REGISTERED / |
| INDEXED /    |
| INDEXED /    |
| RECORDED /   |
| COMPARSED /  |
| MAILED /     |

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

THIS NOW CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *John P. ...* OF *Skamania, Wash.* AT *3:30 Pm July 2 1974* WAS RECORDED IN BOOK *66* OF *Book* AT PAGE *973 5* RECORDS OF SKAMANIA COUNTY, WASH.

*John P. ...*  
COUNTY AUDITOR

THIS INSTRUMENT BEING FOR RECORD IN THE

RECORDS, No. 98667  
P. O. BOX 1049  
FOR SENIOR GUARANTEE & RECORD, INC.

Find the Record at Request of  
A TITEL COMPANY  
TITLE INSURANCE NATIONAL

