

78318

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between GROVER C. BURCH, JR., and FRED A. BURCH, husband and wife, hereinafter referred to as "Seller", and PHILIP J. HARDER and MELINDA J. HARDER, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

The North half of the Southwest Quarter (N 1/2 SW 1/4) of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

SUBJECT TO easements and rights of way for County Road No. 108, known and designated as the Shields-Skye Road.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00) of which Purchaser has paid to Seller the sum of Five Thousand Dollars (\$5,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges, it being understood that Ten Thousand Dollars (\$10,000.00) of such initial payment is represented by the conveyance to Seller of Purchaser's interest and equity in and to Government Lots 6 and 7; the Northeast Quarter of the Southeast Quarter; and the Southwest Quarter of the Southeast Quarter, all in Section 26, Township 12 North, Range 1 East of the Willamette Meridian, in Lewis County, Washington. The balance of the purchase price in the amount of Seventy Thousand Dollars (\$70,000.00) shall be due and payable in monthly installments of FIVE HUNDRED SEVENTEEN DOLLARS (\$517.00), or more at Purchaser's option, (except that not more than \$24,650.00 shall be paid on the principal of the purchase price, including the downpayment, in the calendar year 1974 except with Seller's prior consent) said payments to commence thirty (30) days after the closing of this transaction and shall continue on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from the closing of this transaction at the rate of seven and one-half percent (7-1/2%) per annum, and the installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal.

2. INSURANCE AND TAXES: Seller warrants that the real property taxes and all assessments on the property are paid to date, and such taxes for the current year shall be prorated between the parties as of the closing of this transaction. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract, and Purchaser covenants to keep the insurable buildings on the property continually insured at all times during the performance of this contract against fire and extended coverage to the full

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ATTORNEY AT LAW  
202 N. E. 8TH AVE.  
EMERSON, WASHINGTON 99007  
EMERSON 2-2346-TELEPHONE 834-3008

insurable value of the same, with proceeds of such insurance payable to the parties as their respective interests shall appear. Such policies of insurance and the renewals of the same shall be in the possession of Seller. In the event of an insurable loss and the payment of insurance proceeds to Seller as aforesaid, then any sum so paid thereby shall be credited on the unpaid balance of this contract, except that in event of a partial loss the proceeds of such insurance may, at Purchaser's election, be applied to the necessary repairs occasioned by such partial loss, and if Purchaser shall elect to re-build any such structures, then at his election such insurance proceeds shall be applied to the expense of the same.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution and delivery of this contract, and thereafter while this contract is otherwise performed, except Seller reserves the right to enter the property at all reasonable times for the inspection of the same concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof and to maintain the property and its improvements in a good state of repair and maintenance. Purchaser will cut no timber on the property except with Seller's prior consent, except that Seller agrees to the thinning of the timber as reasonably required to protect and improve the same, the method of thinning and the designation of the trees, if any, to be cut to be determined by a competent forester agreeable to the parties, or by a forester of the Washington State Department of Natural Resources or other state governmental agency having jurisdiction of the same. Any net proceeds of the sale of the timber over and above the logging expenses, including the timber excise tax, shall be applied on the balance of the purchase price. Purchaser covenants to seasonably pay all charges incurred in connection with his use and occupancy of the property for repairs, utilities, improvements or otherwise, to the end that no liens for the same shall attach to the property. If Purchaser shall fail or neglect any such payments, for the payment of such taxes, assessments or insurance premiums, or any other charges which in the opinion of Seller may attach as a lien on the property, then Seller may, at his election, make any such payments and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete payment and performance of this contract to deliver to Purchaser a warranty deed in statutory form conveying the real property as hereinabove described (except any portion thereof previously conveyed in partial performance of this contract as hereinafter provided) free of liens or encumbrances except as may be noted herein, but Seller shall not warrant against any such liens or encumbrances incurred or suffered by Purchaser subsequent to the date of this contract. Seller further agrees to furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

It is understood that the legal ownership of the property herein described is now vested in Arthur J. and Nanna Kirk, husband and wife, subject to an executory real estate contract bearing date

of September 15, 1967, and recorded in Book 58, Page 99, records of Skamania County, Washington, between said parties as Seller, and the within Grover C. and Freda J. Burch, husband and wife, as Purchaser. The Seller herein covenants to pay and perform their said real estate contract to the end that the property herein will be conveyed upon the final payment and performance of this contract free and clear of said prior contract. If Seller herein shall neglect any payment required by such earlier contract, then Purchaser herein may make any such payments required thereby, and any sums so paid by Purchaser shall be credited on the installments next coming due pursuant to this contract.

5. PARTIAL CONVEYANCE OF TITLE: Seller agrees, provided this contract has not been in default and subject to the concurrence of the said Arthur J. and Nanna Kirk, husband and wife, to convey to Purchaser in partial performance of this contract such portions of the property as shall be selected by Purchaser from time to time, subject to the following conditions:

- (a) An additional principal payment to be credited upon the principal balance shall be tendered to Seller amounting to \$1,000.00 per acre for any such tract desired to be released. Any such proposed release of a tract upon which the residence and outbuildings are located shall require an additional principal payment of \$5,000.00, plus the aforesaid sum per acre.
- (b) Any such releases in partial performance of this contract shall be solely at Purchaser's expense, including drafting and survey, except only the documentary stamps required on such partial performance deeds.
- (c) Seller will not be required to make any such partial conveyance which will unreasonably impair his security interest in the property, it being understood in this connection that such releases will be planned in an orderly manner and will provide not less than 60 feet of access to any unreleased portion of the property.

6. SURVEY: Seller agrees at his expense within sixty (60) days of the closing of this transaction to have the four corners of the property established and suitably marked by licensed surveyor.

7. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days after notice of such default delivered by certified mail at the address provided below, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises, Seller may, in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.



In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by certified mail addressed to Purchaser at 3405 N. E. 124th Avenue, Vancouver, Washington, or to such other address as Purchaser may hereafter designate to Seller in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 29<sup>th</sup> day of July, 1974.

Grover C. Burch Jr.  
Grover C. Burch, Jr.

Freda J. Burch  
Freda J. Burch

Philip J. Harder  
Philip J. Harder

Melinda D. Harder  
Melinda D. Harder

SELLER

PURCHASER

STATE OF WASHINGTON )  
County of Clark ) ss.

On this day personally appeared before me GROVER C. BURCH, JR., FREDA J. BURCH, PHILIP J. HARDER and MELINDA D. HARDER, 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 29<sup>th</sup> day of July, 1974.

Kenneth D. Harder  
Notary Public in and for the State of Washington, residing at Samoa

CONSENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ARTHUR J. KIRK and NANNA KIRK, husband and wife, the Seller in the Real Estate Contract between themselves and Grover C. Burch, Jr. and Freda J. Burch, husband and wife, as mentioned and identified in the foregoing Real Estate Contract, do hereby consent to the execution of the foregoing contract on the terms and conditions therein contained. We agree to the execution of deeds in partial performance of our said contract subject to the additional terms and conditions:

- (a) That our said contract with Grover C. and Freda J. Burch, husband and wife, shall not be in default at the time of any such release.
- (b) Any such conveyance in partial performances of said contract shall be solely at Purchaser's expense, except only the documentary stamps required on any such partial performance deed.
- (c) That we will be required to make no partial conveyance which will unreasonably impair our security interest in the property, it being understood in this connection that such releases will be planned in an orderly manner and will provide not less than 60 feet of access to any unreleased portion of the property.
- (d) An additional principal payment to be credited upon

the principal balance due vs shall be tendered amounting to \$500.00 per acre for any such tract desired to be released, and any such proposed release of a tract upon which the residence and outbuildings are located shall require an additional principal sum of \$2,500.00.

(e) If any such tender for partial releases shall in any calendar year result in principal payments in excess of 29% of our sale price, then an additional payment or premium (not to be credited on the purchase price) shall be paid to us in an amount equal to any Federal income tax payable by us by virtue of such excess principal payments.

(f) No tract less than twenty (20) acres in area shall be subject to release in partial performance of this contract as hereinabove provided.

We consent to the foregoing provisions of this contract concerning the thinning of the timber on the condition that one-half (1/2) of the net proceeds as above defined from the sale of said timber shall be paid to us to be credited upon the principal balance due us in our said contract with Grover C. Burch, Jr. and Freda J. Burch.

Nothing herein shall be deemed to waive or affect the prior security interest of the undersigned in and to the above described real estate.

IN WITNESS WHEREOF, the parties have executed this Consent on this 31<sup>st</sup> day of July, 1974.

Arthur J. Kirk  
Arthur J. Kirk

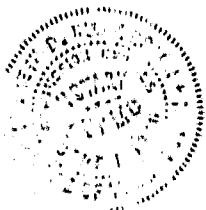
Nanna Kirk  
Nanna Kirk

STATE OF WASHINGTON )  
County of Clark ) ss.

On this day personally appeared before me ARTHUR J. KIRK and NANNA KIRK, 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 31<sup>st</sup> day of July, 1974.

James D. D. Huddleston  
Notary Public in and for the State of Washington, residing at 2200 1st



2742  
TRANSACTION EXCISE TAX

AUG 6 1974

Amount Paid \$50.00  
Paid to Clark County Treasurer  
By James D. D. Huddleston