

REAL ESTATE CONTRACT

Sept. THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of ~~August~~, 1974, between TED W. KENT and LAVONE I. KENT, husband and wife, hereinafter called the "Seller", and PENNY PITHOUD, KATHRYN A. LEACHMAN, ~~and ROSE M. DOWNEY~~, as joint tenants, hereinafter called the "Purchaser", *K.L.*

## W I T N E S S E T H :

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller, the following described real estate situated in the County of Skamania, State of Washington, to-wit:

A tract of land located in the North Half of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, described as follows: Beginning at the quarter corner on the north line of the said Section 28; thence along the quarter section line South 00°26'45" East 1,025 feet; thence South 89°43'23" West 50 feet to the initial point of the tract hereby described; thence South 89°43'23" West 207 feet; thence along a curve to the right with a radius of 50 feet through a central angle of 111°15'30" a distance of 97.09 feet; thence South 34°51'44" West 759.27 feet; thence North 89°38'10" East 787.02 feet; thence North 68°11'55" East along a creek 344.65 feet; thence North 36°50'04" West 647.20 feet to the point of beginning.

Subject to easements, restrictions and reservations of record. with the appurtenances, on the following terms and conditions:

The purchase price for said described premises is the sum of Twelve Thousand and No/100 (\$12,000.00) Dollars, of which the sum of Two Thousand and No/100 (\$2,000.00) Dollars, has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Ten Thousand and No/100 (\$10,000.00) Dollar, shall be paid as follows:

The sum of One Hundred Twenty Five and No/100 (\$125.00) Dollars or more, including interest, on the 20<sup>th</sup> day of October, 1974, and a like sum on the 20<sup>th</sup> day of each and every month thereafter until the balance of principal and interest have been paid in full. The diminishing principal balance shall bear interest at the rate of eight (8%) per cent per annum until balance of principal and interest have been paid in full. Said

2068

No. \_\_\_\_\_  
TRANSACTION EXCISE TAX

SEP 16 1974

Amount Paid 120.00  
Melba D. Damsell  
Skamania County Treasurer  
By Beverly J. Hallgren

monthly payments shall be made to MR. TED KENT, Kent and Snow, Promenade Building, Oregon City, Oregon. Purchaser will pay real property taxes when they become due and payable.

**THE PURCHASER AGREES:**

1. To pay before delinquency all taxes and assessments that may as between Seller and Purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all building\* on said described premises insured to the full insurable value thereof against loss or damage by fire and for the Seller's benefit as Seller's interest may appear, and to pay all premiums therefore and to deliver all policies and renewals thereof to the Seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the Seller;
4. That full inspection of said described premises has been made and that the Seller shall not be held for any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.
5. Purchaser shall not assign, nor sell, voluntarily or involuntarily, this contract without first obtaining the written consent of the Seller.

**THE SELLER AGREES:**

1. Upon additional principal payments of those mentioned above in the amount of \$1,500.00 per acre, Seller agrees to furnish Deed Releases for each acre so paid, subject to Seller's approval of the acre released.
2. To furnish to the buyer a policy of title insurance upon payment in full of this real estate contract to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises; save and except for liens and encumbrances caused to be placed against the property by the Purchaser.
3. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient Warranty Deed to said described premises.



## IT IS FURTHER AGREED:

1. Purchaser shall have the right to pay this contract in full at any time without penalty.

2. Purchaser shall take possession of the real property on Sept 12, 1974.

3. That in case the Purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the Seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of twelve (12%) per cent per annum until paid, without prejudice to other rights the Seller might have by reason of such failure. In addition, Purchaser shall have the right to pay any default on that contract of sale between Clifford Orth and Dolores Orth, husband and wife, and Donol Hedlund and Marise Hedlund, husband and wife, Sellers, and Ted W. Kent and LaVonne I. Kent, husband and wife, Purchasers, recorded under Auditor's File No. 76134, Page 277, Book 65 of Deeds, records of Skamania County, Washington; said default payments shall apply to the unpaid principal balance of this contract herein.

4. In the event the Seller has to give written notice in accordance with the terms of this contract to enforce any of the provisions thereof, the Seller shall be entitled to a reasonable attorneys fee that is incurred in connection therewith.

5. 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 attorneys 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 registered or certified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

6. That time is of the essence of this contract. In case the Purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the Seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the Purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the Purchaser shall be retained by the Seller in liquidation of damages sustained by reason of such failure. Or the Seller may bring action on any intermediate overdue installment, or on any payments, made by the Seller and repayable by the Purchaser, it being stipulated that the covenants to pay intermediate installments or to pay the same, repayable by the purchaser are independent of the covenant to make a deed and 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 Seller of any default on the part of the Purchaser shall be construed

as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the Purchaser or his assigns last known to the Seller.

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

SELLER:

Ted W. Kent  
TED W. KENT

Lavonne I. Kent  
LAVONNE I. KENT

PURCHASER:

Penny Pithoud  
PENNY PITHOUD

Kathryn A. Leachman  
KATHRYN A. LEACHMAN

Rose M. Roderick  
ROSE M. RODERICK



OREGON  
STATE OF WASHINGTON )  
County of CLACKAMAS ) ss  
Clark

On this day personally appeared before me TED W. KENT and LAVONNE I. KENT, husband and wife, known to me 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 5 day of August, 1974.

*Ronald L. Harding*  
Notary Public in and for the  
State of Washington, residing  
at Vancouver, Oregon  
Vancouver City

Commission Expires July 16, 1978

STATE OF WASHINGTON )  
County of Clark ) ss

On this day personally appeared before me PENNY PITHOUD, KATHRYN A. LEACHMAN, and ROSE M. ROBERICK, as joint tenants, known to me 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 12th day of Sept. of August, 1974.

*Jeanne M. Dunlap*  
Notary Public in and for the  
State of Washington, residing  
at Vancouver.