

REAL ESTATE CONTRACT

This contract is made and entered into by and between William J. Wineberg, individually and as executor of the Estate of Janet R. Wineberg, deceased, pursuant to an order confirming sale of real property by negotiation entered in the said estate, Probate Cause No. 17518 in the Clark County Superior Court, on January 10, 1975, herein called the seller, and Joseph P. Grimm, herein called the buyer.

It is mutually agreed as follows:

1. The seller agrees to sell to the buyer and the buyer agrees to purchase from the seller, all in accordance with the terms of this contract, the following described real estate situated in Skamania County, Washington, to-wit:

The Southwest quarter of the Northeast quarter, and the North half of the Northwest quarter of the Southwest quarter of Section 6, Township 36 North, Range 1 East, W. M.

2. The buyer promises to pay to the seller the purchase price of the property described above the sum of sixteen thousand (\$16,000.00) dollars, to be paid as follows:

a. The sum of One Thousand Eight Hundred (\$1,800.00) dollars is paid herewith, and receipt therefor is hereby acknowledged.

b. The unpaid balance of the purchase price, i.e., the sum of sixteen thousand two hundred (\$16,200.00) dollars shall be paid in quarterly installments of Eight Hundred and Ten (\$810.00) dollars each, beginning three months after the date of this contract, and continuing quarterly thereafter until the entire balance of the purchase price is paid.

c. The remaining balance of the purchase price shall bear interest from the date of this contract at the rate of 6% per annum. Interest accrued shall be paid quarterly in addition to the installment on the purchase price.

d. The buyer may make additional payments on the purchase price in any amount at any time without penalty.

3. The buyer agrees to pay before delinquency all taxes and assessments of every kind and nature that may hereafter become a lien upon the real estate described above. Taxes and assessments for 1975 shall be pro-rated as of the date of this contract.



4. The property herewith sold is unimproved. The buyer assumes all the hazards of damage to or destruction of any of the property subject to this contract and also of the taking of such property or any part thereof for public use, and no such damage, destruction or taking shall constitute a failure of consideration on the part of the seller. The buyer may make improvements upon such real property, but in the event any improvements are made or any work is done on the property, the buyer shall promptly pay the costs thereof and shall allow no liens to accrue against the property from any source whatsoever. The buyer shall be entitled to possession of such real property immediately and shall be entitled to remain in possession during all times while this contract is maintained in good standing.

5. The buyer shall be entitled to cut and remove from the property any timber, trees or logs, provided that the buyer shall be fully responsible for compliance with all Federal, State, County and other governmental laws, rules, regulations and requirements with respect to such cutting and removal including but not limited to those relating to environmental and shore line matters, forest practices, reforestation, fire control and slash removal; and the buyer further agrees to indemnify and hold the seller harmless from any costs, expense or liability arising therefrom. The buyer further agrees that in the event any timber, trees or logs are cut and removed from the property while the balance of the purchase price of this contract is in excess of Eight Thousand (\$8,000.00) Dollars, he will pay to the seller a sum equal to \$75.00 per M board feet, net bureau scale, for all such timber, trees or logs so cut and removed. Such payments shall be made on or before the 15th day of the month following the month of removal and shall be payment for all timber, trees and logs removed during the preceding calendar month. Each payment shall be accompanied by an accounting with copies of scaling tickets or other records. Payments made in accordance with this paragraph shall be applied to the purchase price and shall be in addition to installment payments required under paragraph 2 of this contract.

6. Neither this contract nor any part thereof, nor any interest in the property covered by this contract, may be sold, mortgaged, pledged, assigned or transferred by the buyer, either voluntarily or by operation of law, without the

written consent of the seller; provided, however, that this contract shall be binding upon the heirs, legatees and personal representatives of the parties; and provided, further that the restrictions of this paragraph are subject to the provisions of paragraph 5, above.

7. Time is the essence of this contract. In the event the buyer fails to make any payment provided for in this contract at the time the same shall fall due as herein provided, or within 30 days thereafter, or in the event the buyer fails to perform any other covenant or agreement contained in this contract when due or within 10 days after notice of default in such performance, the seller may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyer under this contract shall end, and all payments theretofore made by the buyer shall be retained by the seller as liquidated damages. In the alternative, the seller may bring action on any intermediate overdue payment; and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the seller of any default on the part of the buyer shall be construed as a waiver of any subsequent default.

8. In the event the seller brings suit or action to enforce forfeiture of this contract, or to collect any overdue payment provided for herein, or to enforce any other covenant, stipulation or agreement contained herein, the buyer agrees to pay the costs and expenses of such suit or action, including a reasonable attorney's fee in both trial and appellate courts.

9. The seller agrees that he will, at his own expense, procure and deliver to the buyer a purchaser's policy of title insurance insuring the seller's title as of the date of this contract. The seller further agrees that he will promptly pay the excise tax upon this sale. Upon full compliance by the buyer with the terms of this contract, the seller will execute and deliver to the buyer a warranty deed to the real estate described above, warranting the seller's title as of the date of this contract, but not warranting against any liens or encumbrances incurred or suffered subsequent to the date of this contract.

Dated this 6 day of February, 1975.

78782

Seller:

William J. Wineberg  
 William J. Wineberg, individually and as  
 Executor of the Estate of Janet R. Wineberg,  
 deceased.

Buyer:

Joseph P. Grimm  
 Joseph P. Grimm

STATE OF WASHINGTON )  
 ) ss  
 County of Clark )

On this day before me personally appeared William J. Wineberg, the  
 executor of the Estate of Janet R. Wineberg, to me known to be the same person  
 named in and who executed the foregoing instrument, and acknowledged to me that  
 he signed the same as his free and voluntary act and deed, for the uses and  
 purposes therein mentioned.

1975.

WITNESS My hand and notarial seal this 11<sup>th</sup> day of February

Robert Kelley  
 Notary Public in and for the State of  
 Washington, residing at Vancouver.

STATE OF OREGON )  
 ) ss  
 County of YAMHILL )

On this day before me personally appeared Joseph P. Grimm, to me  
 known to be the same person named in and who executed the foregoing instrument,  
 and acknowledged to me that he signed the same as his free and voluntary act and  
 deed, for the uses and purposes therein mentioned.

1975.

WITNESS My hand and notarial seal this 6 day of February

Blanche Lipson  
 Notary Public in and for the State of  
 Oregon, residing at Clatskanie

STATE OF WASHINGTON ) ss  
 COUNTY OF SKAMANIA )

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING, FILED BY \_\_\_\_\_

R. G. Salmons  
 OF Clatskanie  
 AT 11:00 A.M. Feb 19, 1975  
 WAS RECORDED IN BOOK 68  
 OF Deeds AT PAGE 382  
 RECORDS OF SKAMANIA COUNTY, WASH.

R. P. Todd  
 COUNTY AUDITOR  
William J. Wineberg  
 DEPUTY

REGISTERED  
 INDEXED: DR.  
 INDIRECT:  
 RECORDED:  
 COMPARED  
 FILED

3086

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

FEB 19 1975

Amount Paid 180.00  
 Received by Blanche Lipson  
 Skamania County Treasurer  
 By Blanche Lipson