

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 2nd day of January, 1974

between William H Ward and Mary Wine Ward, his wife

hereinafter called the "seller," and William L Jacobs and Nyla Joy Jacobs, his 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 Okanogan County, State of Washington:

See Legal attached, marked as Parcels "A" and "B".

PARCEL "A"

A portion of the West half Southwest quarter Section 1, Township 1 North, Range 5 East of the Willamette Meridian, Okanogan County, Washington, described as follows:

BEGINNING at a point on the West line of said West half Southwest quarter, North $00^{\circ} 40' 52''$ East 114.87 feet to the Southwest corner thereof;

THENCE South $89^{\circ} 13' 08''$ East 224.00 feet;

THENCE North $00^{\circ} 40' 52''$ East parallel with the West line of said West half Southwest quarter 224.00 feet;

THENCE South $89^{\circ} 13' 08''$ East 224.00 to the true point of BEGINNING;

THENCE South $89^{\circ} 13' 08''$ East 224.00 feet to the East line of said West half Southwest quarter;

THENCE North $11^{\circ} 41' 31''$ East along said East line 1211.00 feet to the Northeast corner of said West half Southwest quarter;

THENCE North $11^{\circ} 41' 31''$ East along the North line of said West half Southwest quarter 1211.00;

THENCE South $00^{\circ} 41' 31''$ East parallel with the East line of said West half Southwest quarter 1211.00 feet to the true point of BEGINNING;

Containing 10.01 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60-foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is 660.00 feet South $89^{\circ} 13' 08''$ East from the West line of said Southwest quarter; thence North $00^{\circ} 40' 52''$ East parallel with the West line of the Southwest quarter 1,002.00 feet; thence South $89^{\circ} 13' 08''$ East 660 feet more or less to the East line of said West half of the Southwest quarter.

TOGETHER WITH AND SUBJECT TO a 30-foot easement along the East line of the above described 10.01 acre parcel.

PARCEL 9

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A portion of the West half Southwest quarter Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half Southwest quarter, North $89^{\circ} 45' 52''$ East 1164.82 feet from the Southwest corner thereof;

THENCE South $89^{\circ} 13' 08''$ East 660.00 feet;

THENCE North $00^{\circ} 45' 52''$ East parallel with the West line of said West half Southwest quarter 244.70 to the true point of BEGINNING;

THENCE South $89^{\circ} 13' 08''$ East 290.00 feet;

THENCE North $00^{\circ} 45' 52''$ East parallel with the East line of said West half Southwest quarter 1231.44 feet to the North line of said West half Southwest quarter;

THENCE North $89^{\circ} 13' 08''$ West along said North line 400.50 feet;

THENCE South $00^{\circ} 45' 52''$ East 1235.44 feet to the true point of BEGINNING;

Containing 12.01 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60-foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road, which point is 660.00 feet South $89^{\circ} 13' 08''$ East from the West line of said Southwest quarter; thence North $00^{\circ} 45' 52''$ East parallel with the West line of the Southwest quarter 1,082.00 feet; thence South $89^{\circ} 13' 08''$ East 660 feet more or less to the East line of said West half of the Southwest quarter.

seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to sue for any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under the contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof he waives, taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

The terms and conditions of this contract are as follows: The purchase price is

Twelve thousand five hundred dollars

\$ 12,500.00 Dollars, of which
\$ 2,500.00 Dollars have

Two thousand dollars

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred dollars, or more, at purchasers option, on or before the 1st day of February, 1974, and One hundred dollars, or more, at purchasers option, prior before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of eight (8) per cent per annum from the 1st day of January, 1974, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments shall be made at office of seller, at #615 NE 22nd St. Miami, Florida or at such other place as the seller may direct in writing.

Buyer agrees to pay 1974 real estate taxes on future real estate taxes in addition.

It is understood and agreed that seller is now purchasing above property from Ed Riets et al, and will not let become delinquent.

All payments to be made hereunder shall be made at #615 NE 22nd St. Miami, Fla.

or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be Jan 1, 1974

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on the property hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said 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 theft, to maintain a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon and to deliver all policies and receipts 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 held to any covenant respecting the condition of any improvements thereon nor to the purchase of other or the giving of other or held to any covenant or agreement for alterations, improvements, repairs, additions, deletions or amendments thereto or in connection therewith, or in writing and attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration price remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and agreed as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the reimbursement of the portion of any improvements damaged by such taking. In case of damage or destruction from a peril insured against the proceeds of any insurance remaining after payment of the reasonable expense of procuring the same shall be deemed to be satisfaction of all claims of the improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the 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 in standard form, or a commitment therefor, issued by ~~any company~~ any licensed company, insuring the purchaser for 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 no exceptions other than the following:

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

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said 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 waste and not to use, 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, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right 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 or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, 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 placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; 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 upon purchaser of all demands, notices or other papers with respect to forfeiture and 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 payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to enforce an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of scotchir to determine the condition of title at the date such suit is commenced, which sums shall be included in 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.

William H. Ward (SEAL)
Mary Wise Ward (SEAL)
William L. Jacobs (SEAL)
Myrtle Joy Jacobs (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me *W.H. Ward and Mary Wise Ward*

to me known to be the individual(s) 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.

3085 (GIVEN) under my hand and official seal this

5 day of January, 1974

No. TRANSACTION EXCISE TAX

FEB 19 1975

Amount Paid

Skamania County Treasurer

by

James H. Camas
 Notary Public in and for the State of Washington,

residing at Camas

RECEIVED
 SKAMANIA COUNTY
 AUDITOR
 JAN 22 1975

STATE OF WASHINGTON
 DEPARTMENT OF REVENUE
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
William H. Ward
 OF *Clark* COUNTY, WASH.
 WAS RECORDED IN BOOK *68*
 OF *114* AT PAGE *114*
 RECORDS OF SKAMANIA COUNTY, WASH.
 COUNTY AUDITOR

10
 8508
 Filed for Record in Division of
 RECORDS & RECORDS DIVISION