

REAL ESTATE CONTRACT

THIS CONTRACT, Made and entered into this 21 day of October, 1977, by and between JAMES B. ROBERSON and SHARLEEN ROBERSON, husband and wife, of Box 587, Bingen, Washington 98605, hereinafter called the Seller, and ERNEST TOOLEY and ELEANOR A. TOOLEY, husband and wife, of 924 N. E. 112th, Portland, Oregon 97220, hereinafter called the Purchaser,

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

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to buy of the Seller, the following described real estate, with the appurtenances thereon, situated in Skamania County, Washington, more particularly described as follows:

Lot 4

The Southeast Quarter of the North 528 feet of the West Half of the Southeast Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 10 E. W. M., Skamania County, Washington, also known as Lot 4 of the Roberson-Short Plat filed in Book 1 of Short Plats at pages 50A to 50C Records of Skamania County Auditor.

SUBJECT TO a 10 foot wide easement along the North 10 feet of said Lot 4, TOGETHER WITH an easement in common over the South 10 feet of Lot 2 and Lot 1 and the North 10 feet of Lot 3 for road and utility easements of said Roberson-Short plat.

## SAVE AND EXCEPT:

1. Easements and rights of way, if any, for water mains in the Underwood Water District; and contracts for water service, if any, with Skamania County Public Utility District No. 1
2. Minimum lot size of 2 acres as stated on the face of the Short Plat.

Statement on the Short Plat by the Southwest Washington Health District as follows: P.U.D. water may or may not be available to the property as described. The soils within the area are generally

suitable for septic tank and rainfields. Slopes if present, may be limiting factor.

The above recommendation is for the Short subdivision as a whole, and each lot may be subject to inspection and analysis in regard to sewage disposal systems on an individual basis. Although the ordinance specifies minimum lot sizes, the district health officer may recommend larger lot sizes because of limited soil conditions, steep slopes, protection of surface and ground waters, and other site features.

3. An easement for road purposes along the North 10 feet of said premises, as delineated on the face of the Short Plat.

4. Easements and rights of way, if any, for public roads over and across the real estate under search.

The terms and conditions of the Contract are:

The purchase price is Ten Thousand and 00/100 Dollars (\$10,000.00), of which Five Hundred and 00/100 Dollars (\$500.00) has been paid, the receipt of which is hereby acknowledged, and the balance of \$9,500.00 shall be paid as follows:

The sum of \$3,050.00, payable on January 1, 1978.

Monthly installments of \$133.36 each, commencing with the 1 day of November, 1978, for a period of five years.

The unpaid balance of the purchase price shall at all times bear interest at the rate of 8-1/2 percent per annum from the 1 day of November, 1978, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. There is to be no acceleration of payments on the purchase price hereof until January 1, 1979.

The Purchaser is entitled to physical possession of the premises immediately.

The Purchaser agrees to pay before delinquency all taxes and assessments which may, as between Seller and Purchaser, hereafter become a lien on the real estate; and Purchaser agrees

to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to Seller and for the benefit of the Seller or Purchaser as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to Seller the policies of insurance, renewal and premium receipts.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

The parties agree that the real property taxes will be prorated between them as of the \_\_\_\_ day of \_\_\_\_\_, 1977, on the above described property.

In the event that the Purchaser shall fail to make any payment hereinbefore provided, the Seller shall pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or

repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller has procured, or agrees to procure within ten days of the date hereof, a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or by reason of prior liens not assumed by the Purchaser in this contract.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare all of the Purchaser's rights hereunder terminated, and upon their doing so all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

924 N. E. 112th Avenue,  
Portland, Oregon 97220

or at such other address as the Purchaser shall indicate to



the Seller in writing. If the Seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchasers' rights under this contract, the Purchaser agrees to pay the expense of searching the title for the purposes of such action, together with all costs and a reasonable attorney's fee.

Or the Seller may elect to bring an action, or actions on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchaser, are independent of the covenant to make a deed and that every 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.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the Seller may be required to expend in procuring such money, or, at the election of the Seller, to the rebuilding or restoration of the premises.

The payments called for herein are to be made to the Seller at:

Box 587  
Bingen, Washington 98605

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate.

JAMES B. ROBERSON

SHARLEEN ROBERSON

SELLER

ERNEST TOOLEY

ELEANOR A. TOOLEY

BUYER

STATE OF WASHINGTON )  
County of \_\_\_\_\_ : ss.

Personally appeared the above named JAMES B. ROBERSON, SHARLEEN ROBERSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ : ss.

Personally appeared the above named ERNEST TOOLEY and ELEANOR A. TOOLEY and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Washington  
My Commission Expires: Sept 7, 1977  
Residing at: Underwood, Washington

