

THIS CONTRACT made and entered into this 24th
day of October, 1977, between LAWRENCE D. GOECKRITZ
and GLORIA GOECKRITZ, husband and wife, hereinafter called
the "sellers", and HAROLD ANDERSON and LENORA A. ANDERSON,
husband and wife, hereinafter called the "purchasers",

W I T N E S S E T H :

That the sellers agree to sell to the purchasers and the purchasers agree to purchase from the sellers the following described real estate, in Skamania County, Washington, to-wit:

A tract of land located in the Northeast Quarter of Section 21, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at a point 730 feet North of the Quarter Corner on the East line of the said Section 21; thence East 1,320 feet; thence North 660 feet, thence East 1,320 feet to the East line of the said Section 21; thence South 660 feet to the point of beginning.

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND DOLLARS (\$20,000.00), of which TEN THOUSAND DOLLARS (\$10,000.00) has been paid, the receipt whereof is hereby acknowledged. The balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY DOLLARS (\$150.00) per month,
no more, no less, on or before the 15 day of December
1977, and ONE HUNDRED FIFTY DOLLARS (\$150.00) per month,
no more, no less, on or before the 15 day of each
succeeding calendar month for a period of three (3) years
from the date of this contract.

That after the expiration of three (3) years from the date of this contract, the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY DOLLARS (\$150.00) per month, or more at purchasers' option, on or before the 15 day of each month until the balance of said purchase price shall have been fully paid. The purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of seven percent (7%) per annum from the 15th day of December, 1977, which interest shall be first deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at THE OREGON BANK, Midland Branch, 510 SE 122nd, Portland, Oregon, or at such other place as the sellers may direct in writing.

TRANSACTION EXCISE TAX

OCT 26 1977

Amount Paid..... 500

Shamania County Treasurer

As referred to in this contract, "date of closing" shall be the 24 day of October, 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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 purchasers shall not log the property during the life of the contract except for the necessary removal of timber in the event of construction of a dwelling and/or road.

(3) ~~The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition thereof.~~ H.A. LA 10-24-77 G.L. 10-24-77

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; 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 condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

(5) The seller has delivered, or agrees to deliver within fifteen (15) days to the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Skamania County Title Company insuring the purchaser to 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:

- a. Printed general exceptions appearing in said form;
- b. 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
- c. Any existing contract or contracts under which seller is purchasing the 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 (3) shall be deemed defects in seller's title.



(6) 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:

Easements, covenants, conditions and restrictions of record.

(7) 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 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.

(8) In case the purchaser fails to make any payment herein provided the seller may make such payment 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.

(9) 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, the seller may elect to declare all the purchasers' 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. It is agreed that there is a 30-day grace period before Declaration of Forfeiture.

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.

(10) In the event litigation arises out of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such action, including a reasonable cost for searching records to determine the condition of title at the time suit is commenced.

If this contract or any obligation contained in it is referred to an attorney for collection or realization, or for the adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay a reasonable attorney's fee (including fees incurred with or without legal suit), expenses of title search and all other legal expenses.

(11) It is further agreed and understood that in the event the purchasers either sell, lease, assign, sublet, transfer or convey any of their interest under this real estate contract without the sellers' prior consent or approval, the entire contract balance will become immediately due and owing.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

"SELLERS"

"PURCHASERS"

Gloria I. Goeckitz Renata A. Anderson
Laurel M. Goeckitz Harold Anderson

STATE OF Washington)
 COUNTY OF Clark) ss.

On this day personally appeared before me LAWRENCE D. GOECKITZ and GLORIA GOECKITZ, 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 24 day of October, 1977.

Lawrence D. Goeckitz
 Notary Public in and for the State
 of Washington, residing at Vancouver

STATE OF WASHINGTON
 COUNTY OF SKAGHANIA

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

Laurel M. Goeckitz
OF Skaghania County, Washington

AT 11:30 A.M. 24 1977

WAS RECORDED IN BOOK 73

OF Book AT PAGE 682

RECORDS OF SKAGHANIA COUNTY, WASH.

L.D. Goeckitz

COUNTY CLERK

E. Mayfield

