

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 6th day of September, 1956 between Marvin Ufford and Mignon Ufford, husband and wife, hereinafter called the "seller" and George E. Patton and Luella B. Patton, husband and wife, Route 2, Box 283, Washougal, Washington, hereinafter called the "purchaser",

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

The Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter, and the South half of the Southwest quarter, all in Section 4, Township 1, North Range 5, East of the Willamette Meridian.

ALSO:

The Northeast quarter of the Southeast quarter of Section 5, Township 1 North, Range 5, East of the Willamette Meridian;

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), of which the sum of FOUR THOUSAND DOLLARS (\$4,000.00) has this day been paid, the receipt whereof is hereby acknowledged, and THREE THOUSAND DOLLARS (\$3,000.00) shall be paid within sixty (60) days from the date hereof, and the balance of said purchase price in the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00) shall be paid as follows: \$1700.00 per year, including interest at the rate of 5 $\frac{1}{2}$ % per annum from November 6, 1956, commencing on the 6th day of November, 1957 and a like payment on the 6th day of November each year thereafter until the full amount of the purchase price and interest is paid, provided however that the purchaser may pay any additional amount on said contract as he may desire on any regular payment date.

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. 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;

3. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the conditions 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.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;

2. 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. That the purchaser shall have the right to cut and remove the timber from the above described property, provided that as to all merchantable saw log timber that whoever purchases said logs shall retain and pay direct to the seller herein the sum of \$20.00 per M. for all said logs and to make payment at least once each month therefor, which sum or sums shall be applied upon this contract. That as to pulpwood, \$3.50 per cord shall be paid direct to the seller for all said pulp wood removed from said property, paid in the same manner and applied in the same manner as the saw logs.

2. 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 5½ per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure.

3. That this contract shall not be assignable or transferrable without the written consent of the seller first had and obtained and any attempted assignment or transfer of this contract shall be void without such written consent and shall constitute a breach of this contract.

4. 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 items 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. That in the event that the seller has to bring any suit or action on this contract to enforce any of the provisions hereof, that in addition to his costs and disbursements, he shall be entitled to collect a reasonable attorney's fee in any such action or actions.

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

Marvin Ufford (SEAL)

Mignon Ufford (SEAL)
Parties of the First Part, Seller

George E. Patton (SEAL)

Luella B. Patton (SEAL)
Parties of the Second Part, Purchaser

STATE OF WASHINGTON)
COUNTY OF CLARK) SS.

On this day personally appeared before me Marvin Ufford and Mignon Ufford, husband and wife, and George E. Patton and Luella B. Patton, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they each signed the same as each of their free and voluntary acts and deeds, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of September, 1956.

Robert W. Garrow
Notary Public for State of Washington
residing at Camas, therein.



No: 1983
TRANSACTION EXCISE TAX

SEP 18 1956
Amount Paid \$250.00
Made by J. J. Jeter
Skamania County Treasurer
By Kenneth S. Hutchinson, Deputy