

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of July, 1974, between
 LOUISE M. BENNETT, dealing with her separate property, hereinafter called the "seller" and
 GEORGE D. DeGROOTE and GLORIA Z. DeGROOTE,
 husband and wife, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

That portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 21, Township 3 North, Range 8 E. W. M., lying northerly of the tract of land conveyed to Frank L. Freeburg by deed recorded at page 516 of Book V of Deeds, Records of Skamania County, Washington; EXCEPT the west 656 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 21; AND EXCEPT the west 32-1/3 rods of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 21; AND EXCEPT the following described tract: Beginning at a point on the north line of the said Section 21 east 52 rods from the northwest corner of said section; ~~thence east 28 rods; thence south 28 rods; thence in a northwesterly direction to the point of beginning.~~

If access to Metzger Road for road and utilities is required by the Skamania County Planning Commission, and if purchasers are unable to obtain such access across the Cemetery District Property, seller will grant such access road easement 60 feet in width along the route of existing dirt road.

On the following terms and conditions: The purchase price is FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY and NO/100 - - - - - (\$ 48,250.00) dollars, of which FIVE THOUSAND AND NO/100 - - - - - (\$ 5,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Purchasers agree to pay the remaining balance of the purchase price amounting to Forty-three Thousand Two Hundred Fifty and No/100 (\$43,250.00) Dollars as follows:

The sum of \$5,000.00, plus interest, on or before December 31, 1974;
 the further sum of \$5,000.00, plus interest, on or before September 11, 1975;
 the further sum of \$7,750.00, plus interest, on or before December 31, 1975;
 the further sum of \$12,750.00, plus interest, on or before July 1, 1976; and
 the final sum of \$12,750.00, plus interest, on or before July 1, 1977.

The unpaid purchase price shall bear interest at the rate of seven percent (7%) per annum computed on the diminishing principal basis and payable with each installment above specified. Purchasers will develop, subdivide and plat said real property under the Skamania County Platting Ordinance; and seller will join in the plat but purchasers will pay all expenses relating thereto. Purchasers agree to pay not more than 29% of the purchase price in 1974 and to pay no greater annual installments than those specified without the written consent of the seller. At the rate of \$1,000.00 per lot purchasers shall be entitled to deed releases for platted lots not exceeding 1/3 acre in area to the extent of the amount of principal over \$10,000.00 paid by purchasers. Closing costs including attorney's fees, title insurance, and recording fee will be for the account of the purchasers. Purchasers shall have the right to remove and sell merchantable timber on said premises on payment to the seller of net proceeds therefrom.

The purchaser may enter into possession July 1, 1974.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a **warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition 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. Upon the termination of the purchaser's rights, all payments made 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; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Louise M. Bennett (Seal)
[Signature] (Seal)
[Signature] (Seal)
[Signature] (Seal)



No. 3557
TRANSACTION EXCISE TAX

SEP 24 1975
 Amount Paid, \$100.00
 Last date for payment, Sept 30, 1975
 Skamania County Treasurer
 By [Signature]

OREGON
 STATE OF ~~WASHINGTON~~
 County of Multnomah

On this day personally appeared before me LOUISE M. BENNETT

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of September 1975.

[Signature]
 Notary Public in and for the State of ~~Washington~~ Oregon
 residing at Portland therein.

80960

Transamerica Title Insurance Co



Filed for Record at Request of

Name.....
 Address.....
 City and State.....

REGISTERED
INDEXED: DIR. E
INDIRECT: E
RECORDED
COMPARED
MATED

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. [Signature] OF Stevenson, Wash AT 9:45 A. M. 9-24-75 WAS RECORDED IN BOOK 69 OF Need AT PAGE 679 RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]
 COUNTY AUDITOR