

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 18th day of October, 1966, between

ERNEST F. METZGER, a single man, and LOUISE M. BENNETT, hereinafter called the "seller" and a married woman dealing with her separate property,  
 JOHN G. ALLINGER and DOROTHY E. ALLINGER, hereinafter called the "purchaser,"  
 husband and wife,

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:

The West Half of the Southeast Quarter of the Northwest Quarter ( $W\frac{1}{2} SE\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 21, Township 3 North, Range 8 E. W. M.; EXCEPT the south 24 rods thereof; AND EXCEPT that portion thereof conveyed to the State of Washington, Department of Fisheries, by deed dated August 18, 1952, and recorded September 2, 1952, under Auditor's File No. 44457 at page 398 of Book 35 of Deeds, Records of Skamania County, Washington; said tract consisting of 8.5 acres, more or less;

SUBJECT TO easement and right of way for the county road known and designated as the Smith-Beckon Road.  
~~XX~~

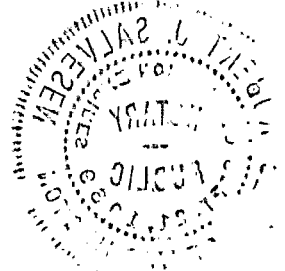
On the following terms and conditions: The purchase price is FOUR THOUSAND TWO HUNDRED FIFTY and NO/100 - - - - - (\$ 4,250.00 ) dollars, of which ONE THOUSAND TWO HUNDRED FIFTY and NO/100 - - - - - (\$ 1,250.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay to the sellers the further sum of One Thousand Five Hundred and No/100 (\$1,500.00) Dollars on January 2, 1967, together with interest at the rate of ~~five per cent (5%)~~ <sup>four per cent (4%)</sup> per annum from the date hereof. The remaining balance of the purchase price amounting to One Thousand Five Hundred and No/100 (\$1,500.00) Dollars shall be paid by the purchasers to the sellers on January 2, 1968, together with interest at the rate of ~~five per cent (5%)~~ <sup>four per cent (4%)</sup> per annum from the date hereof.

No. 5266  
 TRANSACTION EXCISE TAX

OCT 20 1966

Amount Paid 42.50  
 By William O. Bennett  
 Skamania County Treasurer  
 By Ernest F. Metzger



The purchaser may enter into possession: October 18, 1966.

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.

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 **the purchase price in full** 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.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

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

Ernest F. Metzger (Seal)  
Louise M. Bennett (Seal)  
John E. Allinger (Seal)  
Dorothy E. Allinger (Seal)

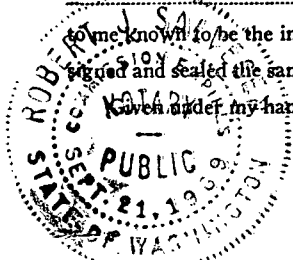


STATE OF WASHINGTON,  
 County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of October, 1966, personally appeared before me

ERNEST F. METZGER and LOUISE M. BENNETT

known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year last above written.



Robert G. Salmon  
 Notary Public in and for the state of Washington,  
 residing at Stevenson therein.

67673



Filed for Record at Request of

Name

Address

City and State

REGISTERED	<u>E</u>
INDEXED	<u>OK</u>
RECORDED	<u>E</u>
COMPARED	<u>E</u>
MAILED	

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>John E. Allinger</u> OF <u>Carson Wn</u> AT <u>4:20 PM Oct 24 1966</u> WAS RECORDED IN BOOK <u>56</u> OF <u>1166</u> AT PAGE <u>329-30</u> RECORDS OF SKAMANIA COUNTY, WASH. BY <u>Emmestad</u> COUNTY AUDITOR	