

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of January, 1967 between

E. P. ASH and GERTRUDE E. ASH, hereinafter called the "seller" and
 husband and wife,
 ROBERT L. BROUGHTON and THELMA M. BROUGHTON, 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:

A tract of land located in Government Lots 4 and 9 of Section 36, Township 3 North, Range 7½ E.W.M., more particularly described as follows: Beginning at a point 418 feet north of the intersection of the north line of the Henry Shepard D.L.C. and the Second Guide Meridian East; thence north 756.5 feet; thence east 287 feet; thence south 756.5 feet; thence west 287 feet to the point of beginning; said tract containing five acres, more or less.

Free of incumbrances, except: An easement for a natural gas pipeline granted to Pacific Northwest Pipeline Company by right of way contract recorded at page 82 of Book 41 of Deeds, Records of Skamania County, Washington;

TOGETHER with an easement and right of way over and across the existing private road connecting with the county road known and designated as Strawberry Road.

On the following terms and conditions: The purchase price is Three Thousand Five Hundred and No/100 - - - - - (\$ 3,500.00) dollars, of which Five Hundred and No/100 - - - - - (\$ 500.00) 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 remaining balance of the purchase price of Three Thousand and No/100 (\$3,000.00) Dollars to be paid by the purchasers in monthly installments of Fifty and No/100 (\$50.00) Dollars or more, commencing on the first day of February, 1967 and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then due.

No merchantable timber shall be cut on, or removed from, the above described real property without the express written consent of the sellers. Until paid in full.

The purchaser may enter into possession

January 1, 1967.

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 down payment 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.

E. P. Ash (Seal)
Gertrude E. Ash (Seal)
Robert L. Broughton (Seal)
Thelma M. Broughton (Seal)

No. 5255

TRANSACTION EXCISE TAX

FEB 1 1967

Amount Paid 35.00

Myrland E. Broughton
 Skamania County Treasurer

By *Thelma M. Broughton*



STATE OF WASHINGTON

County of Skamania

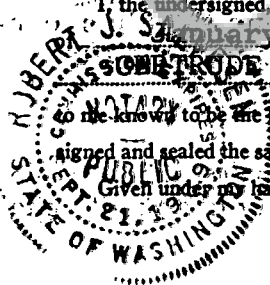
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 25th day

February, 1967, E. P. ASH and Gertrude E. ASH, husband and wife, personally appeared before me.

They are known to me the individual S 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 J. Salvendy
 Notary Public in and for the state of Washington,
 residing at Stevenson

68093



Filed for Record at Request of

Name Bernard Newby

Address P.O. Box 1026

City and State Camas, Washington 98607

E. P. Ash et al.
 TO
Robert L. Broughton
Thelma M. Broughton

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|------------------------|
| REGISTERED <u>6</u> |
| INDEXED: DIR. <u>6</u> |
| INDIRECT: <u>6</u> |
| RECORDED: |
| COMPARED |
| MAILED |

| | |
|---|----------------------|
| THIS SPACE RESERVED FOR RECORDER'S USE. | |
| COUNTY OF SKAMANIA | |
| I HEREBY CERTIFY THAT THE WITHIN | |
| INSTRUMENT OF WRITING, FILED BY <u>R. J. Salvendy</u> | |
| OF <u>Stevenson</u> | |
| AT <u>9:00 A.M. Feb. 1</u> | <u>1967</u> |
| WAS RECORDED IN BOOK <u>57</u> | |
| OF <u>Need</u> | AT PAGE <u>13-14</u> |
| RECORDS OF SKAMANIA COUNTY, WASH. | |
| <i>E. P. Road</i> | |
| COUNTY AUDITOR | |
| <i>E. Mufard</i> | |
| DEPUTY | |