

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

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

NORMAN S. GARWOOD and HAZEL S. GARWOOD, hereinafter called the "seller" and
husband and wife,

COLUMBIA-PACIFIC TOWING CORPORATION, hereinafter called the "purchaser,"

a Washington corporation,

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:

All of Lots 7, 8, 9, 10, 13 and 14; and the south halves of Lots 11 and 12; of Block One of the TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington

Free of incumbrances, except: a flowage easement granted to the United States of America to overflow the above described real property with the backwaters formed by the Bonneville Dam by deed dated July 9, 1936 and recorded September 12, 1936 at page 635 of Book Y of Deeds, Auditor's File No. 23007, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is Three Thousand Five Hundred and no/100 (\$3,500.00) dollars, of which One Thousand and no/100 (\$1,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchaser agrees to pay the balance of the purchase price amounting to Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars in annual installments of Five Hundred and No/100 (\$500.00) Dollars or more, commencing on the first day of February, 1968 and on the first day of each February thereafter until the full amount of the purchase price together with interest shall have been paid. The purchaser shall pay on the aforesaid installment dates, interest on the unpaid purchase price at the rate of 6% per annum.

5259
TRANSACTION EXCISE TAX

FEB 6 1967

Amount Paid 35.00

Michael O'Brien
Skamania County Treasurer

By _____

The purchaser may enter into possession February 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 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.

Norman S. Garwood (Seal)

Hazel S. Garwood (Seal)

COLUMBIA-PACIFIC TOWING CORPORATION (Seal)

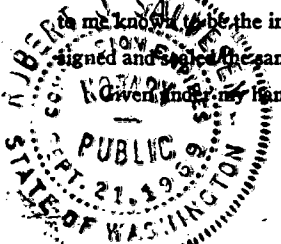
By: Anthony S. Smith (Seal)



STATE OF WASHINGTON,
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 31st day of January, 1967 personally appeared before me Norman S. Garwood and Hazel S. Garwood, husband and wife,

known to me to be 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.



Anthony S. Smith
Notary Public in and for the state of Washington,
residing at Stevenson

68109

Filed for Record at Request of

Norman S. Garwood et al
TO
Columbia Pacific Towing Corp.

Name

Address

City and State

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT:	<u>E</u>
RECORDED:	
COMPARED	
MAILED	

STATE OF WASH. THIS SPACE RESERVED FOR RECORDER'S USE. COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY <u>R. J. Selnesen</u>	
OF <u>Stevenson</u>	
AT <u>8:45</u> M. <u>Feb. 6</u> 19 <u>67</u>	
WAS RECORDED IN BOOK <u>57</u>	
OF <u>Week</u> AT PAGE <u>19-20</u>	
RECORDS OF SKAMANIA WASH.	
<u>HP Todd</u>	
CCY <u>E. Mayfield</u> JR	
BY <u>E. Mayfield</u>	

