

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 28th day of August, 1967, between
 LILLIAN G. PERRY, dealing with her separate property, hereinafter called the "seller" and
 MARVIN O. ALLEN and HAZEL M. ALLEN, 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:

A tract of land located in the Northwest Quarter of the Southeast Quarter
 (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 17, Township 3 North, Range 8 E. W. M., described as
 follows:

Beginning at the center of the said Section 17; thence south 89° 55' east
 280 feet to the initial point of the tract hereby described; thence south
 172 feet; thence north 89° 55' west 42 feet; thence south 208 feet; thence
 south 89° 55' east 302 feet, more or less, to the westerly line of the 150
 foot right of way granted to the State of Washington for State Secondary
~~Highway No. 8-C~~ Highway No. 8-C by deed dated October 20, 1956, and
 recorded at page 499 of Book 42 of Deeds, Records of Skamania County,
 Washington; thence in a northwesterly direction following said westerly
 line 438 feet, more or less, to intersection with the quarter section line
 of the said Section 17; thence north 89° 55' west 60 feet, more or less,
 to the initial point.

On the following terms and conditions: The purchase price is TWO THOUSAND FOUR HUNDRED
 AND NO/100 ----- (\$ 2,400.00) dollars, of which
 TWO HUNDRED AND NO/100 ----- (\$ 200.00) 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 the balance of the purchase price in the sum of
 Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars as follows: The sum
 of One Thousand and No/100 (\$1,000.00) Dollars, or more, on or before November
 1, 1968; the further sum of One Thousand and No/100 (\$1,000.00) Dollars, or
 more, on November 1, 1969; and the remaining balance of the purchase price to-
 gether with all interest remaining due on or before November 1, 1970. The un-
 paid purchase price shall bear interest at the rate of six per cent (6%) per
 annum, computed on the diminishing principal basis, and the annual installment
 payments above specified shall be applied first to interest and then to princi-
 pal. 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. This contract shall not be
 assigned without the express written consent of the seller, and any purported
 assignment thereof without such consent shall be null and void.

The purchaser may enter into possession August 28, 1967.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining 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.

TRANSACTION EXCISE TAX

AUG 28 1967

Amount Paid 24.00
By Skamania County Treasurer
By Deputy

Lillian G. Perry (Seal)
Marvin O. Allen (Seal)
Dorel M. Allen (Seal)



STATE OF WASHINGTON, ss.
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 28th day of August, 1967, personally appeared before me LILLIAN G. PERRY

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

Notary Public in and for the state of Washington,
residing at Stevenson

69088



Filed for Record at Request of

Name
Address
City and State

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

THIS SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
B. G. Salzman	
OF Stevenson	
AT 2:10 P. Aug. 28 1967	
WAS RECORDED IN BOOK 58	
OF 112 AT PAGE 29-30	
RECORDS OF SKAMANIA COUNTY, WASH.	
J. P. Todd	
COUNTY AUDITOR	
E. Mesford	