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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 24th day of January, 1968 between

LYLE W. TERNAHAN and ELENA M. TERNAHAN, hereinafter called the "seller" and  
 husband and wife

LEO K. CUMMINS and GERALDINE H. CUMMINS, 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:

Lot 10 of SCENIC HEIGHTS NO. 1 according to the official plat  
 thereof on file and of record at page 133 of Book A of Plats,  
 Records of Skamania County, Washington.

Free of incumbrances, except: General taxes for 1968 which will become due and payable  
 On February 15, 1968.

On the following terms and conditions: The purchase price is Four Thousand Five Hundred and  
 No/100 ----- (\$4,500.00) dollars, of which  
 Two Thousand Two Hundred Fifty and No/100 ----- (\$2,250.00) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

Purchasers agree to pay the balance of the purchase price amounting to  
 Two Thousand Two Hundred Fifty and No/100 (\$2,250.00) Dollars together  
 with interest at the rate of six percent (6%) per annum on or before  
 February 1, 1969.

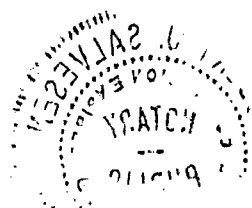
**TRANSACTION EXCISE TAX**

JAN 26 1968

Amount Paid \$450.00

Michael D. O'Connell  
 Skamania County Treasurer

By



The purchaser may enter into possession **Immediately.**

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** 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.

Lyle W. Ternaahan (Seal)  
Elena M. Ternaahan (Seal)  
Leo K. Cummins (Seal)  
Geraldine H. Cummins (Seal)

STATE OF WASHINGTON

County of Klickitat

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

me Leo K. Cummins and Geraldine H. Cummins, husband and wife, to me known 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.

[Signature]  
 Notary Public in and for the state  
 of Washington  
 Residing at White Salmon

STATE OF WASHINGTON,

County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 24th day of January, 1968, personally appeared before me

LYLE W. TERNAHAN and ELENA M. TERNAHAN, husband and wife,

to me known 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.

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

69534

Filed for Record at Request of

Name

Address

City and State

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

THIS SPACE RESERVED FOR RECORDER'S USE:  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

OF

AT 9:15 A.M. Jan. 26 1968

WAS RECORDED IN BOOK 58

OF Reed AT PAGE 344-5

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]  
 COUNTY AUDITOR

[Signature]