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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 10th day of January, 1968, between  
**LYLE W. TERNAHAN and ELENA M. TERNAHAN,** hereinafter called the "seller" and  
 husband and wife,  
**ROBERT W. FAGALY and EMMA A. FAGALY,** 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 in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 20, Township 3 North, Range 10 E. W. M., described as follows: Beginning at the initial point of the description of Scenic Heights No. 1 as the same appears of record at page 133 of Book A of Plats, Records of Skamania County, Washington, said point being the northeast corner of said plat and marked by an iron bar in the center line of the county road; thence south 10° 51' west 104 feet; thence south 21° 43' east 150.31 feet to the initial point of the tract hereby described; thence north 59° 48' east 76.07 feet; thence south 34° 23' east 78.55 feet; thence south 21° 43' east 305.37 feet, more or less, to the west line

of a tract of land conveyed to Joseph B. Legler, Jr., and Joy C. Legler, husband and wife, by deed recorded at page 16 of Book 56 of Deeds, Records of Skamania County, Washington; thence south 00° 13' west 186.66 feet, more or less, to the south line of the said Section 20; thence west 26.14 feet to the southeast corner of Lot 13 of the plat of Scenic Heights No. 1 aforesaid; thence north 21° 43' west 530.8 feet to the initial point.

TOGETHER WITH easements for access thereto over existing private roads.

On the following terms and conditions: The purchase price is **Four Thousand Five Hundred and No/100** (\$ 4,500.00 ) 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 purchasers agree to pay the balance of the purchase price in the sum of **Four Thousand and No/100 (\$4,000.00)** Dollars in monthly installments of **One Hundred and No/100 (\$100.00)** Dollars, or more, commencing on the 10th day of February, 1968, and on the 10th 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 six per cent (6%) 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.

Purchasers shall assume and pay general taxes for 1968 which will become due and payable on February 15, 1968.

No.

**TRANSACTION EXCISE TAX**

FEB - 7 1968

Amount Paid \$450.00

Michael O'Donnell  
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.

Lytle W. Ternahan (Seal)

Elena M. Ternahan (Seal)

X Robert W. Fagaly (Seal)

X Emma Fagaly (Seal)

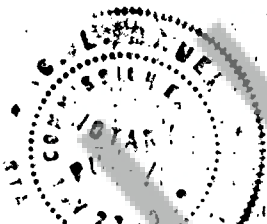
STATE OF WASHINGTON

County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 5 day of Feb., 1968, personally appeared before

me Robert W. Fagaly and Emma A. Fagaly, 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.



STATE OF WASHINGTON

County of Skamania

C. Bauer  
Notary Public in and for the state  
of Washington  
Residing at Vancouver

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.

Robert J. Salomon  
Notary Public in and for the state of Washington,  
residing at Stevenson

69581

Filed for Record at Request of

Name

Address

City and State

REGISTERED E

INDEXED: DIR. E

INDIRECT: E

RECORDED:

COMPARED

MAILED

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

OF Stevenson

AT 9:30 A.M. Feb 7 1968

WAS RECORDED IN BOOK 58

OF Need AT PAGE 365-6

RECORDS OF SKAMANIA COUNTY, WASH.

Ed Todd  
COUNTY AUDITOR

BY E. Maynard