

408

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 5th day of February, 1968, between

JESSIE A. FULLER, a widow,

hereinafter called the "seller" and

DAVID P. SELLERS, a single man,

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 South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 17, Township 3 North, Range 8, E. W. M., described as follows:

Beginning at the northwest corner of the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 17; thence south 416 feet; thence east 208 feet; thence north 416 feet; thence west 208 feet to the point of beginning;

TOGETHER WITH a non-exclusive easement for an access road and a water ~~pipeline~~ pipeline not exceeding two inches in diameter over and across the north 25 feet of the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 17 connecting with the existing county road.

On the following terms and conditions: The purchase price is One Thousand Five Hundred and No/100 ----- (\$ 1,500.00 ) dollars, of which Three Hundred and No/100 ----- (\$ 300.00 ) 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 in the sum of Twelve Hundred and No/100 (\$1,200.00) Dollars as follows: One Hundred Fifty and No/100 (\$150.00) Dollars on or before March 10, 1968, and One Hundred Fifty and No/100 (\$150.00) Dollars on or before April 10, 1968; the balance of Nine Hundred and No/100 (\$900.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the tenth day of May, 1968, and on the tenth 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 purchaser reserves the right at any time he is 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:

**TRANSACTION EXCISE TAX**

FEB 20 1968

Amount Paid \$ 1500

Michael W. Garsell  
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 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.

Jessie A. Fuller (Seal)  
David P. Sullivan (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (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 5th day of February, 1968, personally appeared before me

JESSIE A. FULLER, a widow,

known to be the individual described in and who executed the foregoing instrument, and acknowledged that she

and sealed the same as her 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

69650



Filed for Record at Request of

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City and State \_\_\_\_\_

REGISTERED	<input checked="" type="checkbox"/>
INDEXED - DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

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

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY R. J. Salomon OF Stevenson AT 1:50 P.M. Feb. 20, 1968 WAS RECORDED IN BOOK 58 OF Deed AT PAGE 397-1 RECORDS OF SKAMANIA COUNTY, WASH.

E. M. Wood  
 COUNTY AUDITOR