

REAL ESTATE CONTRACT

For Unimproved Property

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

AGNES M. MOLL, a widow,

hereinafter called the "seller" and

WESLEY M. SUMRILL, JR., and SUE ANN SUMRILL,
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:

The north 405 feet of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 35, Township 4 North, Range 7 E. W. M., EXCEPT the north 205 feet thereof;

Free of incumbrances, except:

public road along the easterly line of said tract of land.

On the following terms and conditions: The purchase price is THREE THOUSAND and NO/100 --
----- (\$ 3,000.00) dollars, of which
TWO THOUSAND and NO/100 ----- (\$ 2,000.00) 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 purchasers agree to pay the remaining balance of the purchase price amounting to One Thousand and No/100 (\$1,000.00) Dollars as follows: Five Hundred and No/100 (\$500.00) Dollars on or before May 5, 1968; and Two Hundred Fifty and No/100 (\$250.00) Dollars on or before June 5, 1968; and the remaining balance of Two Hundred Fifty and No/100 (\$250.00) Dollars on or before July 5, 1968.

Said installments of the purchase price shall bear no interest if paid promptly when due, but if not so paid shall be delinquent and shall bear interest at the rate of ten (10%) per-cent per annum.



The purchaser may enter into possession April 5, 1968.

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.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

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.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Agnes M. Moll (Seal)
Sue A. Sumrill (Seal)
WESLEY M. SUMRILL, JR. (Seal)
By Sue Ann Sumrill (Seal)
His Attorney-in-Fact

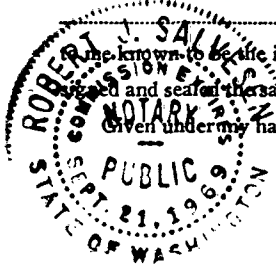
No. **5856**
TRANSACTION EXCISE TAX
APR 8 1968
Amount Paid \$ 30.00
Mildred O. Danmell
Skamania County Treasurer
By Edith K. Williams, Deputy



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 5th day of April, 1968, personally appeared before me AGNES M. MOLL, a widow,

known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed 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. Salvendy
Notary Public in and for the state of Washington,
residing at Stevenson therein.



TRANSAMERICA TITLE INSURANCE COMPANY
69781

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 R J Salvendy OF Stevenson AT 2:30 M. Apr. 8 1968 WAS RECORDED IN BOOK 58 OF 1162 AT PAGE 496-7 RECORDS OF SKAMANIA COUNTY, WASH.

Edith K. Williams
COUNTY AUDITOR
E. Maynard