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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 18th day of September, 1967, between

TED M. COLE and OPAL E. COLE, husband and wife, hereinafter called the "seller" and

RAY M. BACHELDER and ALLENE D. BACHELDER, 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 located in Government Lot 6 of Section 31, Township 3 North, Range 8 E. W. M., more particularly described as follows:

Beginning at a point 608.35 feet south and 615.89 feet west from the northeast corner of the said Section 31, said point being located on the centerline of Primary State Highway No. 8; thence south  $37^{\circ} 08' 21''$  east 395 feet, more or less, to intersection with the northerly line of the Spokane, Portland and Seattle Railway Company's right of way; thence in a northeasterly direction following the northerly line of said railway right of way 490 feet, more or less, to intersection with the east line of the said Section 31; thence north  $00^{\circ} 43'$  west following the east line of the said Section 31 to intersection with the centerline of Primary State Highway No. 8, said point being 7.26 feet south  $00^{\circ} 43'$  east from the northeast corner of said section; thence following the centerline of said highway in a southwesterly direction to the point of beginning;

EXCEPT that portion thereof which lies within the right of way acquired by the State of Washington for Primary State Highway No. 8.

On the following terms and conditions: The purchase price is Eight Thousand and No/100 ----- (\$ 8,000.00 ) dollars, of which  
Three Thousand and No/100 ----- (\$ 3,000.00 ) 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 balance of the purchase price amounting to Five Thousand and No/100 (\$5,000.00) Dollars in semiannual installments of One Thousand and No/100 (\$1,000.00) Dollars, or more, plus interest at the rate of six per cent (6%) per annum commencing on the first day of January, 1968, and on the first days of each January and July thereafter until the full amount of the purchase price together with interest shall have been paid. Interest as aforesaid shall be computed upon the semiannual balances of the unpaid purchase price. 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.

Said interest shall accrue from and after the date possession is delivered to Purchasers.

No. 5846  
TRANSACTION EXCISE TAX

SEP 27 1967

Amount Paid \$3,000.00

Mildred O. Owsell  
Skamania County Treasurer

By \_\_\_\_\_

The purchaser may enter into possession September 25, 1967.

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 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.

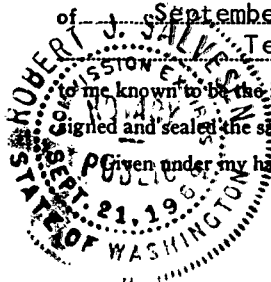
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Ted M. Cole (Seal)  
Opal E. Cole (Seal)  
Kay M. Bickler (Seal)  
Allen D. Bickler (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 18th day of September, 1967, Ted M. Cole and Opal E. Cole, husband and wife, personally appeared before me, to me known to be the individual(s) 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.



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

69192



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:	
COMPARED	
MAILED	

STATE SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>Ed J. Salmon</u> OF <u>Stevenson</u> AT <u>12:00 M. Sept 27 19 67</u> WAS RECORDED IN BOOK <u>58</u> OF <u>Deed</u> AT PAGE <u>88-9</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>SP Road</u> COUNTY AUDITOR <u>E. Meaford</u>	