

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 20th day of June, 1968, between

AGNES M. MOLL, individually and as Executrix and
Trustee of the Estate of John F. Moll, Deceased,

hereinafter called the "seller" and

JOHN H. YOUNG, 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:

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) EXCEPT
the north 405 feet thereof; and the North Half of the Southwest
Quarter of the Northwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) EXCEPT the south
100 feet thereof; in Section 35, Township 4 North, Range 7 E. W.
M.

Free of incumbrances, except: easement and right of way for County Road No.
270 designated as the Moll Road.

On the following terms and conditions: The purchase price is TWENTY-TWO THOUSAND FIVE HUN-
DRED and NO/100 - - - - - (\$ 22,500.00) dollars, of which
FIVE THOUSAND and NO/100 - - - - - (\$ 5,000.00) 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 purchaser agrees to pay the balance of the purchase price in the sum of
Seventeen Thous and Five Hundred and No/100 (\$17,500.00) Dollars in monthly
installments of Two Hundred and No/100 (\$200.00) Dollars, or more, commenc-
ing on the 20th day of July, 1968, and on the 20th 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 month-
ly balances of the unpaid purchase price, and shall be applied first to in-
terest 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.

The purchaser shall have the privilege of skipping not more than two (2)
monthly installments in any one calendar year during periods when he may be
unable to work by reason of sickness, accident or the lawful closing of busi-
ness operations of the Columbia-Pacific Towing Corporation; provided, however,
that interest shall accumulate during such periods and be paid from the next
monthly installment falling due.

The purchaser may enter into possession June 20, 1968.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
taining 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.

TRANSACTION EXCISE TAX

JUN 21 1968

Amount Paid \$235.00

Mildred O'Donnell

SKAMANIA COUNTY TREASURER

PAYD

JUN 21 1968

MILDRED O'DONNELL TREAS.
SKAMANIA COUNTY

Agnes M. Moll (Seal)

Agnes M. Moll (Seal)

EXECUTRIX and TRUSTEE under the Will of (Seal)

JOHN F. MOLL, Deceased (Seal)

John F. Young (SEAL)

P. O. Box 35
Stevenson, Washington 98648



STATE OF WASHINGTON,

County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 21st day of June, 1968, personally appeared before me AGNES M. MOLL, individually

and as Executrix and Trustee of the Estate of John F. Moll, Deceased,

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

70082

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

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

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
B. J. Salomon
OF Stevenson
AT 11:50 A.M. June 21, 1968
WAS RECORDED IN BOOK 59
OF Need AT PAGE 162-3
RECORDS OF SKAMANIA COUNTY, WASH.
H. P. Todd
COUNTY AUDITOR
E. Muehl

