

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **5th** day of **July, 1968,** between**E. R. SOOTER and RUBY SOOTER, husband and wife,** hereinafter called the "seller" and**WILLIS G. GREEN and MARILYN J. GREEN,** 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 the South Half of the Northeast Quarter ( $S\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 22, Township 3 North, Range 10 E.W.M., described as follows: Beginning at a point south  $89^{\circ} 33'$  west 974.81 feet from the quarter corner on the east line of the said Section 22; thence south  $89^{\circ} 33'$  west 56.32 feet; thence north  $00^{\circ} 29'$  east 19 feet to the initial point of the tract hereby described; thence north  $00^{\circ} 29'$  east 252 feet; thence south  $89^{\circ} 33'$  west 180 feet; thence south  $00^{\circ} 29'$  west 252 feet; thence north  $89^{\circ} 33'$  east 180 feet to the initial point; said tract containing 1 acre, more or less;

TOGETHER WITH an easement and right of way for access to the county road known ~~as~~ and designated as the Sooter Road;

EXCEPTING AND RESERVING to the sellers, their heirs and assigns the existing water pipeline owned by E. R. Sooter and Henry J. Zilka.

On the following terms and conditions: The purchase price is **ONE THOUSAND and NO/100 - - -**  
**TWO HUNDRED FIFTY and NO/100 - - -** (\$ **1,000.00** ) dollars, of which  
**(\$ 250.00 )** 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 Seven Hundred Fifty and No/100 (\$750.00) Dollars in quarterly installments of One Hundred Eighty-Seven and 50/100 (\$187.50) Dollars, or more, on the fifth day of October, 1968, on the fifth day of January, 1969, on the fifth day of April, 1969, and on the fifth day of July, 1969. In addition to the quarterly installments of the purchase price aforesaid the purchasers agree to pay interest from the date of this contract at the rate of five per-cent (5%) per annum computed on the diminishing principal basis, which interest shall be due and payable on the aforesaid quarterly installment dates.

No. **5955****TRANSACTION EXCISE TAX****JUN 27 1968**Amount Paid **10.00***Michael D. Sauer*  
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 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.

E. R. Sooter (Seal)  
Ruby Sooter (Seal)  
Willis B. Green (Seal)  
Marilyn J. Green (Seal)  
 P. O. Box 144  
 White Salmon, Washington 98672



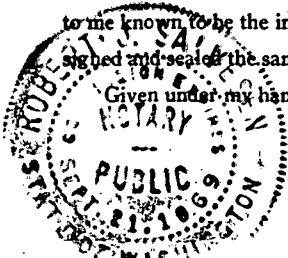
STATE OF WASHINGTON,  
 County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 27th day of June, 1968, personally appeared before me

E. R. SOOTER and RUBY SOOTER, husband and wife,

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.

Given under my hand and official seal the day and year last above written.



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

70104

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:	
COMPALED:	

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

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING FILED BY R. J. Salmon  
 OF Stevenson  
 AT 2:00 June 27, 1968  
 WAS RECORDED IN BOOK 59  
 OF 1100 AT PAGE 1778  
 RECORDS OF SKAMANIA COUNTY, WASH.  
R. J. Salmon  
 COUNTY AUDITOR  
E. M. M. M.  
 DEPUTY