

FORM 408
408**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **5th** day of **April, 1968**, between
LILLIAN PERRY, dealing with her separate property, hereinafter called the "seller" and
JOHN J. SHARPLES and MARY J. SHARPLES, 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:

Beginning at the center of Section 17, Township 3 North, Range
 8 E. W. M.; thence south 89° 55' east 30 feet; thence south 380
 feet to the initial point of the tract hereby described; thence
 south 89° 55' east 208 feet; thence south 208 feet; thence north
 89° 55' west 208 feet; thence north 208 feet to the initial
 point.

Free of incumbrances, except: **none.**

5863

TRANSACTION EXCISE TAX

APR 10 1968

Amount Paid \$5.00

Medred O. Jensen
Skamania County Treasurer

By _____

On the following terms and conditions: The purchase price is **ONE THOUSAND FIVE HUNDRED and**
NO/100 ----- (\$ **1,500.00**) dollars, of which
ONE HUNDRED and NO/100 ----- (\$ **100.00**) 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 Four Hundred and No/100 (\$1,400.00) Dollars
 in monthly installments of Twenty-Five and No/100 (\$25.00) Dollars, or
 more, commencing on the first day of May, 1968, and on the first day of
 each and every month thereafter until the full amount of the purchase
 price together with interest as hereafter specified shall have been paid.
 In addition to the monthly installments of the purchase price aforesaid
 the purchasers agree to pay interest from the date of this contract at
 the rate of six per-cent (6%) per annum computed on the diminishing
 principal basis, which interest shall be due and payable on the afore-
 said monthly installment dates. The purchasers reserve the right at any
 time they are not in default under the terms and conditions of this con-
 tract to pay any part or all of the unpaid purchase price, plus interest,
 then due.

The purchaser may enter into possession **April 1, 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.

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.

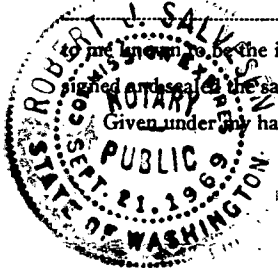
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Lillian K. Perry (Seal)
John J. Sharples (Seal)
Mary J. Sharples (Seal)



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 8th day of April, 1968, LILLIAN PERRY personally appeared before me.



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. Salmen
Notary Public in and for the state of Washington,
residing at Stevenson therein.



TRANSAMERICA TITLE
INSURANCE COMPANY

69788

Filed for Record at Request of

Name

Address

City and State

REGISTERED	E
INDEXED: DIR.	E
INDIRECT:	E
RECORDED:	
COMPARED	

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY R. J. Salmen OF Stevenson AT 9:30 A.M. April 10, 1968 WAS RECORDED IN BOOK 59 OF Need AT PAGE 4-5 RECORDS OF SKAMANIA COUNTY, WASH.

E. Mesford
COUNTY AUDITOR