

70729

FORM 408

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 10th day of January, 1969, between  
 Royal A. Ivory and B. Harriet Ivory hereinafter called the "seller" and  
 Dennis E. DeGrandpre and Jolene C. DeGrandpre 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 following described real property located in Skamania  
 County, State of Washington, to-wit:

A tract of land located in the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 26, Township 2 North, Range 5 E.W.M., described as follows:

Beginning at the quarter corner of the south line of the said Section 26; thence east along the south line of the said Section 26 a distance of 701 feet, more or less, to intersection with the easterly right of way line of the county road known and designated Free of incumbrances, except as the McClosky Creek Road; thence following the easterly right of way line of said road in a northeasterly direction 600 feet to the initial point of the tract hereby described; thence in a southwesterly direction following the easterly right of way line of said road to intersection with the south line of the said Section 26; thence east along said section line 1,176.4 feet, more or less, to a point 750 feet west of the southeast corner of the said Section 26; thence north 13° 30' east 350 feet to an iron pipe; thence in a northwesterly direction 890 feet, more or less, to the initial point.

On the following terms and conditions: The purchase price is Two Thousand Nine Hundred Fifty and no/100..... (\$2,950.00) dollars, of which  
 Fifty and no/100..... (\$50.00) 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 balance of Two Thousand Nine Hundred and no/100 (\$2,900.00) shall be paid in Monthly Installment payments of \$50.00 which includes interest on the unpaid balance at 7%. Larger payments or full payment may be paid at any time. The first Monthly Installment payment shall be paid on January 2, 1969, and a like sum of \$50.00 which includes interest on the unpaid balance at 7% shall be paid on the th day of each month thereafter until full payment of the unpaid balance and interest shall be paid.

No. 5240  
**TRANSACTION EXCISE TAX**

JAN 14 1969

Amount Paid \$29.50  
 Michael DeGrandpre  
 Skamania County Treasurer

By .....

The purchaser may enter into possession December 10, 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 full amount of the said purchase price.** 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.

BA  
28 JAN 1969  
Purchaser: Denise C. DeGrandpre (Seal)  
Purchaser: John C. DeGrandpre (Seal)  
7 Seller: Royal A. Ivory (Seal)  
110412 VENDOR EXCISE 11/11 B. Harriet Ivory (Seal)



STATE OF WASHINGTON,

County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of January, 1969, personally appeared before me

Royal A. Ivory and B. Harriet Ivory, 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.

Edith E. Veith

Notary Public in and for the state of Washington,

residing at Vancouver.

# Transamerica Title Insurance Co



A Service of  
Transamerica Corporation

707:20

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	<u>E</u>
INDEXED	<u>DIR</u>
IMPROV.	<u>E</u>
RECORDED	<u>E</u>
COMPARED	<u>E</u>

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

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Stevenson

OF Stenerson

AT 10:00 M. Jan 14 19 69

WAS RECORDED IN BOOK 60

OF Deed AT PAGE 18

RECORDS OF SKAMANIA COUNTY, WASH.

Ed E. Veith

COUNTY AUDITOR

E. Mezard