## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this

15th day of

August, 1969,

between

CONSTANTINE FAMELOS, dealing withhis separate property, and ETHEL M. FAMELOS, his wife, RICHARD T. REID and KARIN R. REID,

hereinafter called the "seller" and

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 Washington:

Skamania

County,

A tract of land located in the Henry Shepard D. L. C. in Section 36, Township 3 North, Range  $7\frac{1}{2}$  E. W. M., described as follows:

Beginning at a brass monument set in concrete marking the northwest corner of the Henry Shepard D. L. C.; thence east 1,483.05 feet; thence south 17° 17° east 1,496.68 feet to a three-quarter inch pipe, said point being the initial point of the tract hereby described and the northwest corner of a tract of land conveyed to the Shepherd of the Hills Evangelical Lutheran Church by deed dated August 29, 1961; thence north 76° 58' 42" east 336.83 feet; thence north 28° 19' 18" west 147.7 feet; thence south 74° 21° 01" west 307.25 feet; thence south 17° 7' east 128.7 feet to the initial point; said tract containing one acre, more or less;

SUBJECT to an easement for a public road to be dedicated over and across the easterly 30 feet of said premises.

On the following terms and conditions: The purchase price is Three Thousand Two Hundred Forty-five and no/100ths - - - (\$ 3,245.00 ) dollars, of which Two Thousand One Hundred and no/100ths - - - (\$2,100.00 ) 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 in the sum of One Thousand One Hundred Forty-five and no/100ths (\$1,145.00) Dollars, together with interest at the rate of six per-cent (6%) per annum on June 1, 1970.

Sellers and purchasers agree to share equally the cost of installing a two (2) inch water line connecting with the water distribution system of the Town of Stevenson. Sellers and purchasers also agree to share equally the cost of constructing a steel post barbed wire fence along the northerly line of said tract.

The sellers agree to dedicate a 30 foot strip of land lying easterly of and adjacent to said premises as a public road, and to fence the same on the east at their expense.

## TRANSACTION EXCISE TAX

AUG 191969 Amount Paid 3245

, Skamania County Treasurer

The purchaser may enter into possession August 15, 1969.

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

	ROOK	61	PAGE
deliver to the purchaser a Warranty deed to which may have been condemned, free of incumbrances except those at accrue hereafter through any person other than the seller.	o the property, exceptions of mentioned, and an		
The seller agrees to furnish a Transamerica Title Insurance Compa policy when the purchaser shall have paid the purchase price in insuring the title to said property with liability the same as the above purcexcept any which are assumed by the purchaser or as to which the conveyant	full hase price, free from i	ncumbra	, inces
Time is of the essence hereof, and in the event the purchaser shall condition or agreement hereof promptly at the time and in the manner hereof declare all of the purchaser's rights hereunder terminated. Upon the terminater payments made hereunder, and all improvements placed upon the premise liquidated damages, and the seller shall have the right to re-enter and take the seller after such forfeiture shall commence an action to procure an ad purchaser's rights hereunder, the purchaser agrees to pay the expense of such action, together with all costs and a reasonable attorney's fee.	rein required, the seller ination of the purchase es shall be forfeited to e possession of the projudication of the termination.	may eler's right the selle terty; an	ect to s, all er as nd if f the
Notice of forfeiture may be given by a deposit in the United States per a sealed envelope with postage prepaid, addressed to the purchaser at the or such other post office address in the United States as he may later design	e address given below h nate by a written notice	is signate to the se	ture, eller.
In Witness Whereof the parties have signed and sealed this contract t	the day and year first al		itten. Seal)
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Jann J. Fe		W	Seal) Seal)
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AUGINGO  RECEIVED  AMANIA COUNTY  AUDITOR  IEVENSON, WASH	1		
EFEGINERE		}	
STATE OF WASHINGTON,)			
County of Skamania  I, the undersigned, a notary public in and for the state of Washington, hereby cer	tify that on this15	<u>th</u>	day
of August 1969 personally appeared before me	nis wife		
to me known to be the individual described in and who executed the foregoing instruction and sealed the same as	1/		
	and or the state of Wash Stevenson the		
NSAMEA.			
	THIS SPACE RESERVED FO	R RECORD	PER'S USE:
117 E	THEREW CERME	,	
NOURANCE .	INSTRUMENT OF WA	lifio. Fil.	.50 24
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Filed for Record at Request of

	REGISTERED Z	
Name	INDEXED: DIR S	
Address	INCHRECT: D	
Address	RECORDAN	
City and State	COMPANY	
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THIS SPACE RESERVED FOR RECORDER'S USE:
THEREIS CERTIFY THAT THE WITHIN
INSTRUMENTOF WRITING, FILED BY ]
2 Salmen
of Stinenson In.
AT 11:30 M Ceng 19 1,69
WAS RECORDED IN BOOK 6/
or Weed AT 2: 65 1189
RECORDS OF SKAMANIA COUNTY, TASK
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- E. Mesfard