

FORM 408.

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 23rd day of June, 1969 betweenWILLIAM E. HOLMES, also known as Bill Holmes, hereinafter called the "seller" and
an unmarried manCLAYTON G. LAWRENCE and ANITA J. LAWRENCE, 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:Lot 17 of Block One of RIVER GLEN ON THE WASHOUGAL, according to the plat
thereof recorded in Book "A" of Plats at page 132.

Free of incumbrances, except: Covenants and Reservations of record.

No. 6440

TRANSACTION EXCISE TAX

JUN 24 1969

Amount Paid 35.00
Richard O. Russell
Skamania County TreasurerBy On the following terms and conditions: The purchase price is THREE THOUSAND FIVE HUNDRED
and no/100----- (\$ 3,500.00) dollars, of which
THREE HUNDRED FIFTY and no/100----- (\$ 350.00) dollarshas been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:Thirty Nine and 06/100 (\$ 39.06) Dollars, or more at Purchaser's option, on or
before the 25th day of July, 1969, and Thirty Nine and 06/100 (\$ 39.06) Dollars,
or more at Purchaser's option on or before the 25th day of each succeeding
calendar month until the balance of said purchase price shall have been fully
paid. The Purchaser further agrees to pay interest on the diminishing balance
of said purchase price at the rate of 8½ per cent per annum from the 23rd day
of June, 1969, which interest shall be deducted from each installment payment and
the balance of each payment applied in reduction of principal.All payments to be made hereunder shall be made at 3205 N. E. 78th, Portland,
Oregon 97213

or at such other place as the seller may direct in writing.

The purchaser may enter into possession upon closing.

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 **Statutory Warranty Deed** 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 herein specified down payment and closing is complete. 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.

SELLER

William E. Holmes (Bill Holmes) (Seal)
William E. (Bill) Holmes

(Seal)

PURCHASERS

Clayton G. Lawrence (Seal)
Clayton G. Lawrence
Anita J. Lawrence (Seal)
Anita J. Lawrence



STATE OF WASHINGTON,)

County of Clark) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 23rd day of June, 1969, personally appeared before me

WILLIAM E. (Bill) HOLMES, an unmarried man

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

Carol A. Alling
Notary Public in and for the state of Washington,
residing at Vancouver

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

71140

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<u>E</u>
INDEXED	<u>DIR</u>
INDIRECT	<u>E</u>
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON COUNTY OF SKAMANIA	
THIS SPACE RESERVED FOR REGORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>G. J. Salnesen</i>	
OF <i>Stevenson</i> <i>Wn.</i>	
AT <i>3:00</i> <i>June 24</i> <i>1969</i>	
WAS RECORDED IN BOOK <i>61</i>	
OF <i>Deed</i> AT PAGE <i>17-18</i>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>GP Todd</i>	
COUNTY AUDITOR	
<i>E. Muehl</i>	