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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **22nd** day of **September, 1969,** between**ROBERT W. BARNES and BLANCHE A. BARNES,**  
husband and wife,

hereinafter called the "seller" and

**EDGAR E. SWIGERT and GENEVIEVE O. SWIGERT,**  
husband and wife,

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:**Lots 7 and 8 of Block One of EVERGREEN ACRES according to the  
official plat thereof on file and of record at page 142 of Book  
A of Plats, Records of Skamania County, Washington.**Free of incumbrances, except: **None.**

6539

No.

**TRANSACTION EXCISE TAX**

SEP 22 1969

Amount Paid **16.00***Michael W. Jansell*  
Skamania County Treasurer

By

On the following terms and conditions: The purchase price is **One Thousand Six Hundred and no/100ths - - - - - (\$ 1,600.00)** dollars, of which  
**Three Hundred and no/100ths - - - - - (\$ 300.00)** 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 balance of the purchase price in the sum of **One Thousand Three Hundred and no/100ths (\$1,300.00)** Dollars in monthly installments of **One Hundred and no/100ths (\$100.00)** Dollars, or more, commencing on the 10th day of October, 1969, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest then due.

This contract shall not be assigned without the express written consent of the seller, and any purported assignment thereof without such consent shall be null and void.

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.

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