

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 16th day of June, 1969, between

GARY A. CARPENTER and ROSE MARIE CARPENTER, hereinafter called the "seller" and
 husband and wife,
 RUSSELL C. McCALL, SR. and MARY M. McCALL, 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:

A tract of land located in Government Lot 4 of Section 36, Township 3 North, Range 7½ E. W. M., described as follows:

Beginning at a point 287 feet east and 835 feet north of the intersection of the north line of the Henry Shepard D. L. C. with the Second Guide Meridian East; thence north to intersection with the southerly right of way line of the natural gas transmission line easement granted to Pacific Northwest Pipeline Corporation; thence northeasterly following said southerly right of way line to intersection with the east line of said Government Lot 4; thence south along the east line of said Government Lot 4 to a point east of the point of beginning; thence west 417.5 feet to the point of beginning; said tract containing 4.5 acres, more or less.

On the following terms and conditions: The purchase price is Five Thousand Five Hundred and no/100ths - *Seven* - - - - - (\$ 5,500.00) dollars, of which One Thousand Five Hundred and no/100ths - - - - - (\$1,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Three Thousand eight hundred and no/100ths The purchasers agree to pay the balance of the purchase price in the sum of *Four Thousand* and no/100ths (\$4,000.00) Dollars in monthly installments of Fifty and no/100ths (\$50.00) Dollars, or more, commencing on the 1st day of August, 1969, and on the 1st 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 balance 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.

Until the purchase price has been paid in full no timber shall be cut or removed from the above described real property without the express written consent of the sellers.

6456

TRANSACTION EXCISE TAX

JUL 10 1969

Amount Paid *5500*

Michael D. Howell
 Skamania County Treasurer

By The purchaser may enter into possession July 1, 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

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 down payment in the sum of \$1,700.00** 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.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

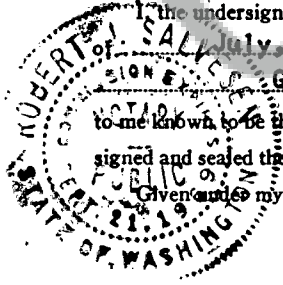
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Gary A. Carpenter (Seal)
Rose Marie Carpenter (Seal)
Gussell McCull (Seal)
Mary M. McCull (Seal)



STATE OF WASHINGTON,
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 9th day of July, 1969, personally appeared before me GARY A. CARPENTER and ROSE MARIE CARPENTER, husband and wife, to me known to be the individual 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.



Robert J. Salzman
Notary Public in and for the state of Washington,
residing at Stevenson therein.



71173

Filed for Record at Request of

Name.....
Address.....
City and State.....

REGISTERED	E
INDEXED: DIR.	E
INDIRECT	E
RECORDED	
COMPILED	
MAILED	

THIS SPACE RESERVED FOR REGORDER'S USE:

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Ed Stahl OF Stevenson, Wn. AT 11:20 A.M. July 10, 1969 WAS RECORDED IN BOOK 61 OF filed AT PAGE 43-4 RECORDS OF SKAMANIA COUNTY, WASH.

E. Meyer
COUNTY AUDITOR