

FORM 408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 22nd day of September, 1970,
Royal A. Ivory and B. Harriet Ivory

between

hereinafter called the "seller" and

Robert L. Glafka and Dolores M. Glafka

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 2 E.W.M., described as follows:

Beginning at the southeast corner of the said Section 26; thence west along the south line of the said Section 26 a distance of 750 feet; thence north 13° 30' east to the southerly boundary of the 300 foot strip of land acquired by the United States of America for the ~~the~~ Bonneville Power Administration's electric power transmission lines; thence easterly following the southerly boundary of said strip of land to the east line of the said Section 26; thence south to the point of beginning.

On the following terms and conditions: The purchase price is Four Thousand Two Hundred Fifty and no/100.....(\$4,250.00) dollars, of which Four Hundred Twenty Five and no/100.....(\$425.00) 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 Three Thousand Eight Hundred Twenty Five and no/100 (\$3825.00) shall be paid in Monthly Installment payments of .50.00 which includes interest on the unpaid balance at 8%. Larger payments or full payment may be paid at any time. The first Monthly Installment payment shall be paid on September 15, 1970, and a like sum of .50.00 which includes interest on the unpaid balance at 8% shall be paid on the 15th of each month thereafter until full payment of the unpaid balance and interest shall be paid.

A deed release for one acre of land for a building site will be granted upon payment of one half of the purchase price (\$2125.00).

The purchaser may enter into possession

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 except 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.



Royal A. Ivory (Seal)
B. Harriet Ivory (Seal)
Robert B. Ivory (Seal)
Charles H. Ivory (Seal)

No. 312
 TRANSACTION EXCISE TAX

SEP 23 1970

Amount Paid \$2.50
Michael C. Lounech
 Skamania County Treasurer
 By [Signature]

STATE OF WASHINGTON,
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22nd day of September, 1970, 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.

Robert W. Burd
 Notary Public in and for the state of Washington,
 residing at Vancouver, Wash

Transamerica Title Insurance Co

TF A Service of
 Transamerica Corporation

72580

Filed for Record at Request of Mail to
 Name Royal A. Ivory
 Address 1811 S.E. 101st Ave
 City and State Vancouver, Wash 98660

SEARCHED E
 INDEXED DIR E
 INDIRECT E
 RECORDED E
 COMPARED E
 MAILED 6-24-70

MINOR SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>R. J. Salmons</u> OF <u>Stenerson, Ore</u> AT <u>10:30 A. Sept 23, 1970</u> WAS RECORDED IN BOOK <u>62</u> OF <u>Book</u> AT PAGE <u>153-4</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>Ed. Masford</u> COUNTY AUDITOR	