72655 FORM 408 BOOK 62 PAGE 177

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this lat day of October, 1970, between H. ROBERT COLE, dealing with his separate property, and JACK N. SYKES and JUANITA R. SYKES, husband and wife, hereinafter called the "seller" and a COMPRINCATION of Machine to the seller of the s THIS CONTRACT, made this 1st PATRICK DENA CURPORATION, a Washington corporation, as to an undivided one-half interest; and HENRY L. WOODWARD and TIMOTHY hereinafter called the "purchaser," undivided one-half interest; to the remaining undivided one-half interest, and the purchaser agrees to purchase of the 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:

The Northwest Quarter of the Southeast Quarter (NV4 SE4); and the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NNA NEW SEW), of Section 18, Township 7 North, Range 6 E. W. M.

TRANSACTION EXCISE TAX

SEP 3 0 1970

Free of incumbrances, except. Easements and rights of way for existing roads Amount Pad and recorded December 31, 1969, at page 439 of Book 61 of Deeds, under Auditor's File No. 71741, Records of Skamania County, Washington, relating to building limitations, restrictions on the use of the promises, and the keeping of animals; and subject to a right of way 40 feet in width for access from the existing road to the tract heretofore sold by sellers to David J. K(11.

Thirty Thousand and no/100 -On the following terms and conditions: The purchase price is (\$ 30,000.00) dollars, of which - (\$ 3,500.00) dollars Three Thousand Five Hundred and no/100 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 amounting to Twenty-six Thousand Five Hundred and no/100ths (\$26,500.00) Bollars in monthly installments of One Hundred Seventy-six and 31/100ths (\$176.31) Dollars, or more, commencing on the 1st day of November, 1970, for thirty-six (36) consecutive months and thereafter in monthly installments of Two Hundred Ninety-six and 31/100ths (\$296.31) Dollars, or more, commencing on the 1st day of November, 1973, and on each and every month there after 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 seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal.

Purchasers agree to make all reasonable efforts to develop said real property and sellers agree to release by deed any portion of the above described real property on payment of the rum of Seven Hundred and no/100ths (\$700.00) Dollars per acres provided that access to the unconveyed balance of the premises shall be reserved for the benefit of the sellers.

October 1, 1970. 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 ht-zin,

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between granter and grantee, beceafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purprise. 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 resolution to pay clark the rate of the relief to pay clark the rate of the purchase price and be payable for the rate of the purchase price and be payable for the rate of the purchase price and be payable for the rate of the purchase price and be payable for the rate of the purchase price and be payable for the purchase price and be payable purchase 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 r ake 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 soller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

accrue nereatter inrough any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurence Company standard form purchaser's title policy when the purchaser shall have paid 'the down' payment 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 Whercof the parties have signed and sealed this contract the day and year first above written.

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Sack) (Seal)
·	ANITA B. SYKER (Seal)
5) /	20 11 6
By He	r Attorney in Fact (Stal)
By Come COM Rolling V	hustly & Kelly " (SEAL)
BONALD FL. ROMBINS, President	KENRY L. WOODWARD (SEAL)
Ву <u></u>	His Attorney in Hat
STATE OF WASHINGTON,	
County of Skawania	
S-m4-ml-m 1070	ashington, hereby certify that on this29thday
H. ROBERT COLE and JACK	appeared before me
	ed the foregoing instrument, and acknowledged that thoy_
signed and scaled the same asthe infree and voluntary	
Given under my hand and official seal the day on a year last al	
	Notary Public in and Yor the state of Washington,
	residing at Stevenson therein.

Transamence Itt	e Insurance Co
A Service of Transamerica Corporation	72655
Filed for Record at Request of	St. (17/1/2007)
Name	
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COUNTY AUDITOR
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STATE OF WASHINGTON)) ss.
County of Skamenia)

On this 29th day of September, 1970, before me personally appeared Jack N. Sykes, who exacuted the within instrument as Attorney in Fact for Juanita R. Sykes, and acknowledged to me that he signed and scaled the same as his free and voluntary act and dend as Attorney in Fact for Juanita R. Sykes, for the uses and purposes therein mentioned, and on eath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Juanita R. Sykes is now living and is not insane.

408

REAL ESTATE CONTRACT

For Unimproved Property

between day of October, 1970, THIS CONTRACT, made this 1st H. ROBERT COLE, dealing with his separate property, and JACK N. SYKES and JUANITA R. SYKES, husband and wife, and JUANITA R. SYKES, husband and wife, PATRICK DENA CORPORATION, a Washington corporation, as to an undivided one-half interest; and HENRY L. WOODWARD and TIMOTHY hereinafter called the "purchaser,"

L. KELLY as to the remaining undivided one-half interest, witnesser agrees to purchase of the WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

County. Skamania seller the following described real estate with the appurtenances, situate in

> The Northwest Quarter of the Southeast Quarter (NWG SEG); and the Northwest Quarter of the Northeast Quarter of the Southeast Quarter Northwest Quarter of the Northeast Quarter 7 North, Range 6 E. W. H. (NN4 NE4 SE4), of Section 18, Township 7 North, Range 6 E. W. H.

324

TRANSACTION EXCISE TAX

SEP 3 0 1970 uni Poid Se Brunill

Free of incumbrances, except. Easements and rights of way for existing roads and rouse restrictive covenants as set forth in an instrument dated December 31. 1999. and recorded December 31, 19.9, at page 439 of Book 61 of Deeds, under Auditor's File No. 71741, Records of Skamania County, Washington, relating to building limitations, restrictions on the use of the premises, and the keeping of animals, and subject to a right of way 40 feet in width for accers from the existing road to the tract heretofore sold by sellers to David J. Hi 11.

On the following terms and conditions: The purchase price is Thirty Thousand and no/100 -- (\$ 30,000.00) dollars, of which - (\$ 3,500.00) dollars Three Thousand Five Hundred and no/100 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 amounting to Twenty-six Thousand Five Hundred and no/100ths (\$26,500.00) Bollars in monthly install-ments of One Hundred Seventy-six and 31/100ths (\$176.31) Dollars, or more, commencing on the 1st day of November, 1970, for thirty-six (36) consecutive months and thereafter in monthly installments of Two Hundred Ninety-six and 31/100ths (\$296.31) Dollars, or more, commencing on the 1st day of November, 1973, and on each and every month thereafter until the full amount of thepurchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal.

Purchasers agree to make all reasonable efforts to develop said real property and sellers agree to release by deed any portion of the above described real property on payment of the sum of Seven Hundred and no/100ths (\$700.00) Dollars per acres provided that access to the unconveyed balance of the premises shall be reserved for the benefit of the sellers.

October 1, 1970. 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, have such as any stated herein,

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between granter and grantee, hereafter become a lieu 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 amount until paid, without purchase price and be payable forthwith with interest at the rate of ten per cent per amount 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 to the burchase price. less any sums which the seller may be andled as a navment an account of the purchase price, less any sums which the seller may be

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Service upon purchaser of all demands, notices or other paper ination of purchaser's rights may be made by United States Mail, quested, directed to the purchaser at his address last known to the In Witness Whercof the parties have signed and sealed this contra	seller.
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2. / 1044414.8	YKES (Seal)
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(HE NR)	L. WOODWARD (SEAL)
By Luca teles	X 600
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STATE OF WASHINGTON,	7.
County of Skamania 90. I, the undersigned, a notary public in and for the state of Washington, here	by certify that on this 29th day
of September, 1970 personally appeared before	me,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
to me known to be the individual.S. described in and who executed the foregons;	Instrument, and geknowledged thatthey.
signed and scaled the same as their	or the uses and surposes therein mentioned.
Given under 1:19 hand and official seal the day and year inst above writter.	with Dalme
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324

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Service upon purchaser of all demands, notices or other papers w ination of purchaser's rights may be made by United States Mail, pr quested, directed to the purchaser at his address last known to the s	eller.
In Witness Whereof the parties have signed and sealed this contract	he day and year first above written.
Y Water Co	9-60 (Seal)
Sack 21 1/2	(Sral)
MIANITA R. SYK	ES(Seal)
D F 1	4
Her Attorney	n Fact (Scal)
By CONALD M. ROBBINS, President MOTHY	-COLLY (SEAL)
MENRY L	. WOODWARD (SEAL)
By (unotate)	Profes to fact
STATE OF WASHINGTON,	
County o Skamania	• (^ >
I, the undersigned, a notary public in and for the state of Washington, hereby of	
1' ROBERT GOLE and JACK N. SYKES	
to me known to be the indivi unl.S. described in and who executed the foregoing ins	0
signed and scaled the same asthe it free and voluntary act and deed, for the Given under my hand and official scal the day and year last above written.	te uses and purposes therein mentioned.
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STATE OF WASHINGTON) ss.

On this 29th day of September, 1970, before me personally appeared Jack No. Sykes, who executed the within instrument as Attorney in Fact for Juanita R. Sykes, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for Juanita R. Sykes, for the uses and purposes therein mentioned, and on eath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Juanita R. Sykes is now living and is not insence

Notary Public IV and for the State of Washington residing at Stevenson therein.