

408

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st 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  
 MICHAEL A. KELLY and GLENN H. KELLY 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 West Half of the Northeast Quarter of the Northeast Quarter of the  
 Southeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 18, Township 7 North,  
 Range 6 E. W. M.

Free of incumbrances, except: Easements and rights of way for existing roads and  
 restrictive covenants as set forth in an instrument dated December 31,  
 1969, 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 premises,  
 and the keeping of animals; and subject to a right of way 40 feet in  
 width extending from the northeast corner of said tract south along the  
 east line thereof to the existing road.

On the following terms and conditions: The purchase price is Three Thousand Five Hundred and  
 no/100ths - (\$ 3,500.00 ) dollars, of which  
 Five Hundred and no/100ths - (\$ 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:

The purchasers agree to pay the balance of the purchase price in the sum  
 of Three Thousand and no/100ths (\$3,000.00) Dollars in monthly installments  
 of Thirty-five and no/100ths (\$35.00) Dollars, or more, commencing on the  
 1st day of November, 1970, and on the 1st day of 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 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 de-  
 fault under the terms and conditions of this contract to pay without penalty  
 any part or all of the unpaid purchase price, plus interest then due.

No. 325

TRANSACTION EXCISE TAX

SEP 30 1970

Amount Paid 350.00

Michael A. Kelly

Skamania County Treasurer

By ..... October 1, 1970.

The purchaser may enter into possession . . . . .  
 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

STATE OF WASHINGTON  
COUNTY CLERK'S OFFICE  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED IN \_\_\_\_\_  
OF \_\_\_\_\_  
AT 8:30 A.M. Oct. 1 1970  
WAS RECORDED IN BOOK 621  
OF \_\_\_\_\_ AT PAGE 179  
RECORDS OF SKAGHAMAW COUNTY, WASH.  
\_\_\_\_\_  
COUNTY AUDITOR  
BY \_\_\_\_\_ DEPUTY