

THIS AGREEMENT, Made and entered into this first day of October, 1970  
between EARL B. IMAN,

hereinafter called the "seller," and AMBRO B. JASPERS and JAMES M. McDONALD

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

The South 21 feet of Lot Nineteen (19), Block Six (6),  
Stevenson, Town of Stevenson, Skamania County, Washington,

372

No. \_\_\_\_\_

# TRANSACTION EXCISE TAX

OCT 19 1970

Amount Paid 130.00

Michael D. Donnell

Skamania County Treasurer

By \_\_\_\_\_

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of THIRTEEN THOUSAND and no/100 Dollars (\$13,000.00) of which the sum of Two Thousand and no/100 Dollars (\$2,000.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Eleven Thousand and no/100 Dollars (\$11,000.00) shall be paid as follows:

In monthly installments of One Hundred Dollars (\$100.00) each, including interest at the rate of seven percent (7%) per annum upon all deferred balances; the first installment commencing on the first day of November, 1970 and continuing thereafter on the same day of each and every month until the full amount of principal and interest thereon shall be paid. Interest shall commence to run from October 1, 1970.

It is expressly provided that Purchaser shall have the privilege of paying larger installments upon the purchase price upon any installment date, or of paying the full amount of the unpaid balance of the purchase price at any time.

## THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

## THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price hereinafter set forth, or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient Warranty Deed ~~and~~ to said described premises.

## IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of \_\_\_\_\_ per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF SKAMANIA

x Earl B. Iman (SEAL)  
Ambro B. Jaspers (SEAL)  
James M. McDonald (SEAL)

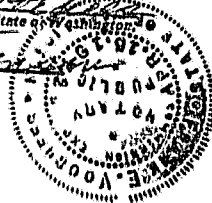
On this day personally appeared before me

EARL B. IMAN, and Ambro B. Jaspers and James M. McDonald  
 to me known to be the individual described in and who executed the within and foregoing instrument, and  
 acknowledged that he signed the same as his free and voluntary act and deed, for the  
 uses and purposes therein mentioned.

GIVEN under my hand and official seal this

18<sup>th</sup> day of August, 1970.

[Signature]  
 Notary Public in and for the State of Washington  
 residing at [Address]



72758

REAL ESTATE CONTRACT  
(INDIVIDUAL)STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

[Signature]OF Skamania

AT 2:45 on Oct 19, 1970

WAS RECORDED IN BOOK 621

OF Skamania

RECORDS OF SKAMANIA COUNTY, WASH.

322-3

COUNTY AUDITOR

[Signature][Signature][Signature]

REGISTERED	INDEXED	RECORDED	FILED
INDEXED	RECORDED	FILED	MAILED