

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 1st day of October, 1970, between  
 NORRIS W. ESCH and ELMA ESCH, husband and wife, hereinafter called the "seller" and  
 GEORGE D. DeGROOTE, a single man, 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:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22,  
 23, 26, 27, 28, 29 and 30 of CARSON VALLEY PARK according to the official  
 plat thereof on file and of record at page 148 of Book A of Plats, Records  
 of Skamania County, Washington.

Free of incumbrances, except: None.



On the following terms and conditions: The purchase price is Seventeen Thousand Five Hundred and no/100ths - (\$ 17,500.00 ) dollars, of which  
 Seven Hundred and no/100ths - (\$ 700.00 ) 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 purchaser agrees to pay the remaining balance of the purchase price amounting to Sixteen Thousand Eight Hundred and no/100ths (\$16,800.00) Dollars in annual instalments of not less than Two Thousand One Hundred and no/100ths (\$2,100.00) Dollars commencing on the 1st day of December, 1970, and on the 1st day of each December thereafter; provided, however, that the full amount of the purchase price shall be paid by the purchaser in any event on or before December 1, 1976. The unpaid purchase price shall bear no interest.

The sellers agree to build and construct on the premises aforesaid roads sufficient to conform to the standards required by the Skamania County Planning Commission for platted tracts in accordance with a proposed plan heretofore submitted by the purchaser. It is further agreed that the purchaser will pay all general property taxes assessed against the premises aforesaid payable in 1970 and subsequent years while this contract is in effect. It is further agreed that the purchaser shall have the right to acquire title to any of the aforesaid lots on payment to the seller of the sum of Seven Hundred and no/100ths (\$700.00) Dollars, such conveyance to be in partial fulfillment of this contract. Purchaser agrees to pay for the cost of installation of water and other utilities.

The purchaser may enter into possession December 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, 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** 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 purchase price in full, 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.

379

No. 379  
**TRANSACTION EXCISE TAX**

OCT 22 1970

Amount Paid \$125.00

Michael D. Donnell  
Skamania County Treasurer

By Michael D. Donnell

Morris W. Esch (Seal)  
Elma Esch (Seal)  
Michael D. Donnell (Seal)  
\_\_\_\_\_ (Seal)

STATE OF WASHINGTON,  
County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 20th day of October, 1970, personally appeared before me \_\_\_\_\_

MORRIS W. ESCH and ELMA ESCH, husband and wife,

known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and affixed 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.



Michael D. Donnell  
Notary Public in and for the state of Washington,  
residing at Stevenson, Oregon

72793

**Transamerica Title Insurance Co**

**T** A Service of  
Transamerica Corporation

Filed for Record at Request of

Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT:	<u>E</u>
RECORDED	<u>E</u>
COMPARED	<u>E</u>
MAILED	<u>E</u>

NOT TO BE REPRODUCED WITHOUT THE RECORDER'S USE,  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
Michael D. Donnell  
OF Stevenson, Oregon (Seal)  
AT 2:10 on Oct 22, 1970,  
WAS RECORDED IN BOOK 62  
OF Record AT PAGE 301-2  
RECORDS OF SKAMANIA COUNTY, WASH.  
Michael D. Donnell  
COUNTY CLERK  
BY E. Donnell