

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 28th day of October, 1970, between

JESSIE A. FULLER, a widow, hereinafter called the "seller" and

RODNEY L. HOLYCROSS and CAMI DAWN HOLYCROSS, hereinafter called the "purchaser,"
husband and wife,

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:

A tract of land located in the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, Township 3 North, Range 8/E. W. M., described as follows: Beginning at a point on the west line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 17 south 416 feet from the northwest corner thereof, said point being the southwest corner of a tract of land conveyed to David P. Sellers by deed dated November 14, 1969, and recorded at page 341 of Book 61 of Deeds, Records of Skamania County, Washington; thence south along said west line 214.03 feet to a point 33 feet north of the southwest corner of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 17; thence parallel to the south line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 17 east 346.5 feet; thence parallel to the west line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 17 north 310 feet; thence parallel to the south line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 17 west 138.5 feet to intersection with the east line of the aforesaid tract conveyed to David P. Sellers; thence along the east line of the Sellers tract south 94.37 feet to the southeast corner thereof; thence west 208 feet to the point of beginning;

ALSO: The south 2 rods of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 17.

On the following terms and conditions: The purchase price is Four Thousand and no/100ths -

One Thousand and no/100ths - (\$ 4,000.00) dollars, of which

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 Sixty and no/100ths (\$60.00) Dollars, or more, commencing on the 1st day of December, 1970, and on the 1st day of each and every month thereafter 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 and one-half per cent (7 $\frac{1}{2}$ %) per annum computed upon the monthly balances of the unpaid purchase price, and shall be paid first to interest and then to principal. The purchasers reserve the right at any time they are not in default 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.

It is agreed that title to the 2 rod strip above described shall be conveyed by quit claim deed and that title shall be subject to the rights of Charles H. Coates and Vada Avis Coates, husband and wife, their heirs and assigns, to the use of the east 100 feet of said strip solely for access by road to the existing dwelling house.

The purchaser may enter into possession November 1, 1970.

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 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.

Jessie A. Fuller (Seal)
Edmund S. Fuller (Seal)
Wm. H. Brown (Seal)
 (Seal)

390

TRANSACTION EXCISE TAX

OCT 28 1970

Amount Paid \$40.00
Edmund S. Fuller
 Skamania County Treasurer
 By J. G. Riley

STATE OF WASHINGTON
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 28th day of October, 1970, personally appeared before me JESSIE A. FULLER, a widow,

known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed and acknowledged the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



Robert J. Salomon
 Notary Public in and for the state of Washington,
 residing at Stevenson therein.

Transamerica Title Insurance Co

A Service of
 Transamerica Corporation

72314

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE SPACE RESERVED FOR RECORDER'S USE, COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED AS <u>72314</u> OF <u>Edmund S. Fuller</u> AT <u>4:00</u> P.M. <u>Oct 28</u> 1970 WAS RECORDED IN BOOK <u>62</u> OF <u>Block</u> AT PAGE <u>332</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>W. P. Todd</u> COUNTY AUDITOR	
<u>E. M. Mearns</u> DEPUTY	