

# REAL ESTATE CONTRACT

For Uninsured Property

THIS CONTRACT, made this 1ST day of OCTOBER, 1970 between  
H. ROBERT COLE, DEALING WITH HIS SEPARATE PROPERTY, AND JACK N.  
SYKES AND JOANITA R. SYKES, HUSBAND AND WIFE, hereinafter called the "seller" and  
JOE PALENA AND DAVID PALENA (BROTHERS) 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 EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER (E1/2 SW1/4 SE1/4)  
OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 6 EAST OF THE  
WYLLAMETTE MERIDIAN.

Free of encumbrances, 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 AN EASEMENT FOR A ROAD 40  
FEET IN WIDTH OVER AND ACROSS THE NORTHWEST CORNER OF SAID PREMISES.

On the following terms and conditions: The purchase price is THREE THOUSAND NINE HUNDRED  
NINETY-FIVE AND NO/100THS - - - - - (\$ 3,995.00 ) 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 REMAINING BALANCE  
OF THE PURCHASE PRICE AMOUNTING TO THREE THOUSAND FOUR HUNDRED

NINETY-FIVE AND NO/100THS (\$3,495.00) DOLLARS AS FOLLOWS:  
(A) BY PAYMENT TO DONALD M. ROBBINS C/O THE OVERLAND COMPANY, 2406  
S. E. 8TH AVENUE, CAMAS, WASHINGTON, 98607, THE SUM OF SIX HUNDRED  
FIFTY AND NO/100THS (\$650.00) DOLLARS PLUS INTEREST AT THE RATE OF  
EIGHT PER-CENT (8%) PER ANNUM ON OR BEFORE MARCH 1, 1972; AND

(B) BY PAYING THE REMAINING BALANCE OF THE PURCHASE PRICE AMOUNTING  
TO TWO THOUSAND AND EIGHT HUNDRED FORTY-FIVE AND NO/100THS (\$2,845.00)  
DOLLARS IN MONTHLY INSTALLMENTS OF THIRTY-FIVE AND NO/100THS (\$35.00)  
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  
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 purchaser may enter into possession NOVEMBER 1, 1970.

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, at 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**

which may have been condemned, free of encumbrances 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 insuring the title to said property with liability the same as the above purchase price, free from encumbrances 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 purchase 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.

Juanita R. Sykes  
Jack N. Sykes  
 HER ATTORNEY, IN FACT

Robert Cole (Seal)  
Robert Cole (Seal)  
Robert Cole (Seal)  
Robert Cole (Seal)

STATE OF WASHINGTON )  
 ) SA  
 COUNTY OF SKAMANIA )

ON THIS 27th DAY OF October, 1970, BEFORE ME PERSONALLY APPEARED JACK N. 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 OATH 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.

No. 394

**TRANSACTION EXCISE TAX**

NOV 6 - 1970

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT STEVENSON THEREIN.

STATE OF WASHINGTON

County of SKAMANIA

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 27th day of October, 1970, personally appeared before me

H. ROBERT COLE AND JACK N. SYKES

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that THEY signed and sealed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year last above written.

Robert Cole  
 Notary Public in and for the state of Washington,  
 residing at STEVENSON THEREIN.

**Transamerica Title Insurance Co**

A Service of  
 Transamerica Corporation

72374

Filed for Record at Request of

Name

Address

City and State

REGISTERED	5
INDEXED	DIR. 5
IN DIRECT	6
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON FOR PUBLIC USE COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED BY <u>Robert Cole</u>
OF <u>STEVENSON</u> ON <u>27th</u> DAY OF <u>OCTOBER</u> 1970
WAS RECORDED IN BOOK <u>62</u> OF <u>STEVENSON</u> AT PAGE <u>38</u>
RECORDS OF SKAMANIA COUNTY, WASH.
<u>Robert Cole</u> COUNTY AUDITOR