

73127

BOOK 62 PAGE 598

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 28th day of January, 1971, between  
 ANNA LEE CLAPP, a widow, hereinafter called the "seller" and  
 DON PERRY and MARY I. PERRY, 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:

That portion of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ )  
 of Section 21, Township 3 North, Range 8 E. W. M. described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Sec-  
 tion 21; thence north 92 feet; thence east 228 feet; thence south 92  
 feet; thence west 228 feet to the point of beginning.

Free of incumbrances, except. General taxes for 1971; and easements and rights  
 of way for the county road known and designated as the Metzger Road.

This contract of sale includes a Westinghouse Washer and Dryer, a  
 Kelvinator Deep Freeze and a Fowler Hot water tank now situated on  
 the above described premises.

On the following terms and conditions: The purchase price is Four Thousand and no/100ths - -  
 (\$ 4,000.00 ) dollars, of which  
 Four Hundred and no/100ths - - (\$ 400.00 ) 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 further sum of One Thousand Six Hundred  
 and no/100ths (\$1,600.00) Dollars on or before August 31, 1971, and the  
 remaining balance of the purchase price together with interest on the bal-  
 ance due before December 31, 1971. The unpaid balance of the purchase price shall  
 bear interest at the rate of six per-cent (6%) per annum compounded on a  
 diminishing principal basis.

No. ....

**TRANSACTION EXCISE TAX**

FEB - 8 1971

Amount Paid \$ 400.00

M. J. ... Skamania County Treasurer

By .....

The purchaser may enter into possession immediately.

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

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 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.

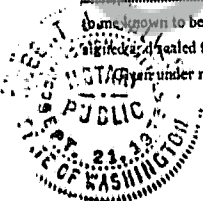
Anna Lee Clapp (Seal)  
Don Perry (Seal)  
Mary J Perry (Seal)



STATE OF WASHINGTON,  
 County of Skamania

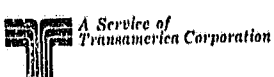
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6<sup>th</sup> day of February, 1971, personally appeared before me ANNA LEE CLAPP, a widow,

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



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

78127  
**Transamerica Title Insurance Co**



Filed for Record at Request of

Name.....  
 Address.....  
 City and State.....

REGISTERED	E
INDEXED-DIR	E
INDIRECT	E
RECORDED	
COMPARED	
MAILED	

41716 EPAC/ASSURED FOR RECORDER'S USE; COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>B. J. Salmon</u> OF <u>Stevenson, Wa</u> AT <u>9:00 A.M. Feb. 8 1971</u> WAS RECORDED IN BOOK <u>62</u> OF <u>1102</u> AT PAGE <u>598-9</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>SLP mld</u> COUNTY AUDITOR <u>E. J. Salmon</u>	