

73490



REAL ESTATE CONTRACT

THIS AGREEMENT, made this 18th day of February, 1971
between George Laxson hereinafter called the seller,
and Albert L. and Pearl A. Neely hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows: To-wit:

Lot 1 of Block One of the FIRST ADDITION TO HILL CREST ACRES TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Shennandoah County, Washington.

SUBJECT TO restrictive covenants more particularly described in an agreement dated February 16, 1956, and recorded November 12, 1958 at page 143 of Book 4 of Agreements and Leases, under Auditor's File No.

AND SUBJECT TO easements and right of way for public road known as

for the sum of Twenty Five Hundred and no/100 (\$2,500.00) Dollars

on which the buyer has paid the sum of, Two Hundred Eighty Seven and 50/100 (\$287.50) dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at Skamania, Washington Two Thousand Two Hundred Twelve and 50/100 (\$2,212.50) the remaining principal, with interest at the rate of

[illegible]

59 payments of \$37.50 plus interest

— 64 —

561 Payabl
No. TRANSACTION EXCISE TAX

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And the buyer, in consideration of the premises, hereby agree to regularly and reasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$ None payable

to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revert in the seller, without any declaration of forfeiture, or act of forfeiture, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or interest.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon, and countersigned by the seller, and no agreement or relation between the buyer and his assignee, or any other person, acquiring title or interest from or through him, shall preclude the seller from the right to convey the premises to the buyer or his assignee, on the payment of the purchase price.

unpaid portion of the purchase money which may be due to the seller.

IN WITNESS WHEREOF The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above

Witnesses
P. J. 11 25

delivered this agreement in duplicate, the day and year first

x Albert L. Neely
x Paul L. Neely

10

