

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 19th day of March, 1971, between  
 JOSEPH SZYDLO, a widower, hereinafter called the "seller" and  
 DOUGLAS H. HOPKINS and BETTY L. HOPKINS, 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:

All of that portion of the Southwest Quarter of the Northwest  
 Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E.  
 W. M., lying westerly of County Road No. 2137 designated as  
 the Little Soda Springs Road.

Free of incumbrances, except: Easements and rights of way for the Little Soda  
 Springs Road.

On the following terms and conditions: The purchase price is Four Thousand Five Hundred and  
 no/100ths - (\$ 4,500.00 ) dollars, of which  
 One Thousand Two Hundred and no/100ths - (\$ 1,200.00 ) 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 balance of the purchase price in the sum  
 of Three Thousand Three Hundred and no/100ths (\$3,300.00) Dollars as fol-  
 lows: The sum of One Thousand One Hundred and no/100ths (\$1,100.00) Dol-  
 lars on or before January 10, 1972; the further sum of One Thousand One  
 Hundred and no/100ths (\$1,100.00) Dollars on or before January 10, 1973;  
 and the further sum of One Thousand One Hundred and no/100ths (\$1,100.00)  
 Dollars on or before January 10, 1974. The aforesaid installments on the  
 unpaid purchase price shall bear no interest if paid promptly when due,  
 but if not so paid, after the specified due dates the same shall bear  
 interest at the highest legal rate.

No. 591  
 TRANSACTION EXCISE TAX

MAR 22 1971

Amount Paid \$4,500.00

Received by  
 Skamania County Treasurer

By \_\_\_\_\_



The purchaser may enter into possession March 19, 1971.

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 **the down payment** 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.

Joseph Szylo (Seal)  
Angela S. Szylo (Seal)  
Betty L. Szylo (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 21st day of March, 1971, personally appeared before me

JOSEPH SZYLO, a widower,  
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

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

**Transamerica Title Insurance Co**



A Service of  
 Transamerica Corporation

73246

Filed for Record at Request of

Name.....

Address.....

City and State.....

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

STATE OF WASHINGTON DEPARTMENT OF REVENUE RECORDERS USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY <u>R. J. Salomon</u>	
OF <u>Stevenson, Wash</u>	
AT <u>1:00 PM</u> <u>March 19, 1971</u>	
WAS RECORDED IN BOOK <u>62</u>	
OF <u>Deeds</u> AT PAGE <u>712</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>R. J. Salomon</u>	
COUNTY AUDITOR	