

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 14th day of September, 1970, between

ARNOLD S. DALEN and ESTHER DALEN,
husband and wife,

hereinafter called the "seller" and

LLOYD G. KELLEY and MARGARET A. KELLEY,
husband and wife,

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:Lots 3 and 4 of PLEASANT VALLEY ACRES according to the official
plat thereof on file and of record at page 147 of Book A of Plats,
Records of Skamania County, Washington.

SUBJECT TO easement granted to Public Utility District No. 1 of Skamania County, Washington, for an underground electrical conduit.

297

Free of incumbrances, except: None.

No. _____
TRANSACTION EXCISE TAX

SEP 15 1970

Amount Paid \$250.00

Michael G. Russell
Skamania County Treasurer

By _____



The following terms and conditions: The purchase price is Two Thousand and no/100 -
(\$ 2,000.00) dollars, of which
Two Hundred Fifty and no/100 - (\$ 250.00) 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 balance of the purchase price in the sum
of One Thousand Seven Hundred Fifty and no/100 (\$1,750.00) Dollars in
monthly installments of Thirty-five and no/100 (\$35.00) Dollars, or more,
commencing on the 15th day of October, 1970, and on the 15th 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 install-
ments shall include interest at the rate of six per-cent (6%) per annum
computed upon the monthly balances of the unpaid purchase price, and
shall be applied 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.

The purchaser may enter into possession September 15, 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, 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.

Arnold D. Dalen (Seal)
Esther Dalen (Seal)
David E. Kelly (Seal)
Margaret D. Kelly (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 14th day of September, 1970,

ARNOLD D. DALEN and ESTHER DALEN, husband and wife,

known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that they

used and sealed the same as their 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.

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

Transamerica Title Insurance Co

A Service of
 Transamerica Corporation

72546

Filed for Record at Request of

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

REGISTERED E
 INDEXED: DIR E
 INDEXED E
 RECORDED
 COMPARED
 MAILED

THIS SPACE RESERVED FOR RECORDER'S USE:
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY
Robert J. Stevenson
 OF Stevenson, Wa.
 AT 10:15 on Sept 15, 1970
 WAS RECORDED IN BOOK 62
 OF 11 AT PAGE 1000
 RECORDS OF SKAMANIA COUNTY, WASH
Ed M. Madsen
 COUNTY AUDITOR