

**REAL ESTATE CONTRACT**

For Unimproved Property

408

between

THIS CONTRACT, made this 22nd day of July, 1971,

RAY MYERS and ALICE MYERS, husband and wife, and hereinafter called the "seller" and  
 HUGH A. MYERS, a single man, hereinafter called the "purchaser,"  
 ROYAL A. IVORY and B. HARRIET IVORY,  
 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:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 28, Township 2 North, Range 6 E. W. M.

Free of incumbrances, except: NONE.

On the following terms and conditions: The purchase price is Eight Thousand and no/100ths -  
 - (\$ 8,000.00 ) dollars, of which  
 - (\$ 2,000.00 ) dollars  
 Two Thousand and no/100ths -  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The unpaid balance of the purchase price amounting to \$6,000.00 shall be paid by the purchaser in annual installments of \$750.00, or more, commencing on August 15, 1972, and on August 15th of each and every year thereafter until the full amount of the purchase price shall have been paid. The unpaid balance of the purchase price shall bear interest at the rate of seven per cent (7%) per annum computed on the diminishing principal basis and payable monthly commencing on September 15, 1971, and on the 15th day of each and every month thereafter until the full amount of the purchase price shall have been paid.

No. ....  
**TRANSACTION EXCISE TAX**

JUL 27 1971

Amount Paid \$0.00

*Richard H. Anderson*  
 Skamania County Treasurer

The purchaser may enter into possession August 15, 1971.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining 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 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.

*[Handwritten signatures]* (Seal)  
..... (Seal)  
..... (Seal)  
..... (Seal)



STATE OF WASHINGTON,  
County of *[blank]* ss.

On this day personally appeared before me *RAY MYERS* and *ALICE MYERS*, husband and wife, and *HUGH A. MYERS*, a single man, to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *22* day of *July*, 1971.



*[Signature]*  
Notary Public in and for the State of Washington, Oregon,  
residing at *Baker, Oregon* My Commission Expires *Oct 14, 1973*

78722

# Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

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

FILED 8  
INDEXED DIR 8  
RECORDED 6  
INDEXED 6  
RECORDED 6  
INDEXED 6

THIS SPACE RESERVED FOR RECORDER'S USE  
INDEXED BY *Ed Smith*  
*Shannon*  
AT *11:40* on *July 27 1971*  
FILED BY *63*  
ON *Rec'd*  
COUNTY OF *WASCO*, STATE OF *OREGON*  
*[Signature]*  
*[Signature]*