FEMM 408

408

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of Hay, 1971,

between

LLOYD A. GORDON and DERYL E. GORDON.

hereinafter called the "seller" and

husband and wife, CLINTON W. PRICE and LOIS J. PRICE,

hereinafter called the "purchaser,"

husband and wife, WITNESSETH: The selver agrees to sell to the purchaser, and the purchaser agrees to purchase of the

Skemania

County,

seller the following described real assate with the appurtenances, situate in Washington:

Lot 2 of RIDGE VIEW TRACTS according to the official plat thereof to be filedand recorded with the Auditor of Skamenia County, Washington.

633

None

Free of incumbrances, except:

TRANSACTION EXCISE TAX

AUG 1 3 1971 Mudrell

Skamania County Treasurer



On the following terms and conditions: The purchase price is Two Thousand Six Hundred and 2,600.00 ) dollars, of which (\$ 776-22 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Seven Hundred Seventy-six and 22/100ths -100

The purchasers agree to pay the balance of the purchase price in the sum of One Thousand Fight Hundred Twenty-three and 78/100ths (\$1,823.78) Dollars in monthly installments of (wenty and no/100ths (\$20.00) Dollars, or more, commencing on the 15th day of June, 1971, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have beenpaid. The said monthly installments shall include interest at the rate of seven per-cent (7%) 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 any part or all of the unpaid purchase price, plus interest than due.

> The purchasers accept this contract in lieu of and as a substitute for that certain contract between the parties dated Saptember 15, 1969.

September 15, 1969. The purchaser may enter into possession

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 al, taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lie, non the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchases 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 amount 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 Insurence Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in fully 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 exact to seclare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all anyments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller example to re-enter and take possession of the property; and if the seller after such forfeiture 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 remination 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.

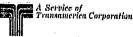
Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be unade by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

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|                                 | STATE OF WARHINGTON,   |            |
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|                                 | LUIN MA BUREON AND RERYL P. GIRRION, MICHAEL AND MICE.   |            |
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| 4                               | Notary Public in and for the state of Washington,  | ********** |
| 700                             | residing at Stevensor therein.   |            |
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## Transamerica Title Insurance Co



Filed for Record at Request of

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