408

REAL ESTATE CONTRACT

For Unimproved Property

day of THIS CONTRACT, made this 10th

August, 1971,

herween

MEL E. STEWART and VERNA M. STEWART,

hereinafter called the "seller" and

husband and wife,

ROBERT W. ROBINSON and BARBARA J. ROBINSON.

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 Washington:

Skamania

County.

Lots 17 and 18 of MAPLE HILL TRACTS NO. 3 according to the official plat thereof on file and of record at page 144 of Book "A" of Plats, Records of Skamania County, Washington.

884

TRANSACTION EXCISE TAX

SEP 14 1971 Amount Paid 30

Free of incumbrances, except,

Mestrictive covenants imposed on the Plat of Maple Hill Samuel County Treasurer Hay 7, 1969, at page 359 of Book 60 of Deeds, under Auditor's File No. 70996, seconds of Skamania County Washington No. 70996, secords of Skamania County, Washington, relating to building limitations, restrictions on the use of the premises, and the keeping of animals; provided, however, that purchasers may construct a two story dwelling on said premises.

On the following terms and conditions: The purchase price is large Thousand Seven Hundred Fifty (\$ 3,750.00) dollars, of which and no/looths -(\$ 1,000.00 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: One Thousand and no/100ths -

The purchasers agree to pay the balance of the purchase price in the sum of two Thousand seven Hundred Fifty and no/100ths (\$2,750.00) pollars in monthly installments of Fifty and no/100ths (\$50.00) pollars, or more, commencing on the 10th day of september, 1971, and on the 10th 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 installments shall include interest at the rate of six per-cent (6,1) per annum computed upon the monthly installments of the unual purchase price, and shall be applied first to interest 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 no! in default under the terms and conditions of this contract to pay without ponalty any part or all of the unpaid purchase price, plus interest then due.

It is understood that the sellers will furnish the purchasers with water for domestic purposes for a single duelling only on said premises and will give a single membership in the Maple Hill Water Company.

The purchaser may enter into possession August 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 solier's title to said real estate is subject to an existing contract or contracts under which soller is purchasing said real estate, or any mortgage or other obligation, which soller 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 failing due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deed to the property, excepting any pare warranty deliver to the purchaser a 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 Transamorica 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 the input damages, and the seller shall have the right to re-enter and take possession of the property; and of 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,

(Seal)	Mel & Stewart
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(Seal)	X 4 \ Mair 10 rd
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STATE OF WASHINGTON,

58.

Skamania County of

> On this day personally appeared before me Mil E. STEWART and VERNA M. STEWART,

husband and wife, to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the they their uses and our oses therein mentioned.

free my hand and official seal this

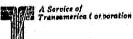
August, 1971.

Halvere

Notary Public in and for the State of Washington, residing at Stevenson therein.

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Transamerica Titla Insurance Co



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Filed for Record at Request of	REGISTERED E
	INDEXED DIR
•	INDIRECT
Nams	PECORDED.
Address	COMPARED
	MAILED
City and State	***************************************

THIS SPACE RESERVED FOR RECORDER'S USE COUNTY OF SKAMANIA 55
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INSTRUMENT OF WRITING FILED AT.
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of there were the
47-2: 50 M March 14 1970
WAS RECORDED IN BOOK 43
OF LOCKED AT PASSAGET
RECORDS OF SKAMANIA COUNTY, WASA
Les Janes
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