

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 10th day of August, 1971, between

MEL E. STEWART and VERNA M. STEWART, hereinafter called the "seller" and  
husband and wife,ROBERT W. ROBINSON and BARBARA J. ROBINSON, 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: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.No. 884  
**TRANSACTION EXCISE TAX**

SEP 14 1971

Amount Paid \$ 3.50

Free of incumbrances, except.

Restrictive covenants imposed on the Plat of Maple Hill No. 3 as set forth in agreement dated May 1, 1969, and recorded  
May 7, 1969, at page 389 of Book 60 of Deeds, under Auditor's File  
No. 70998, records 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 con-  
struct a two story dwelling on said premises.On the following terms and conditions: The purchase price is Three Thousand Seven Hundred Fifty  
and no/100ths - (\$ 3,750.00 ) dollars, of which  
One thousand and no/100ths - (\$ 1,000.00 ) 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  
Two Thousand Seven Hundred Fifty and no/100ths (\$2,750.00) dollars in month-  
ly installments of Fifty and no/100ths (\$50.00) Dollars, 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%) 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.It is understood that the sellers will furnish the purchasers with water for  
domestic purposes for a single dwelling only on said premises and will give  
a single membership in the Maple Hill Water Company.

The purchaser may enter into possession August 10, 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 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.

Mel E. Stewart ..... (Seal)  
Verna N. Stewart ..... (Seal)  
John J. Salvo ..... (Seal)  
John J. Salvo ..... (Seal)

STATE OF WASHINGTON,

County of Skamania

ss.

On this day personally appeared before me MEL E. STEWART and VERA N. 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 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 10th day of August, 1971.

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

73909

## Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED	DIR E
INDIRECT	E
RECORDED	
COMPAIRED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE	
STATE OF WASHINGTON	ss
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE within	
INSTRUMENT OF WRITING, FILED BY	
<u>John J. Salvo</u>	
OF <u>Stevenson</u> WA	
AT	<u>2:30</u> on <u>Sept 14</u> , 19 <u>71</u>
WAS RECORDED IN BOOK <u>43</u>	
OF <u>Recd</u> AT PAGE <u>276-7</u>	
RECORDS OF SKAMANIA COUNTY, WA	
<u>John J. Salvo</u>	
CO. N. <u>1</u>	
BY <u>E. J. Salvo</u>	