

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 8th day of July, 1971, between
 JOHN G. ALLINGER and DOROTHY E. ALLINGER, hereinafter called the "seller" and
 husband and wife, hereinafter called the "purchaser,"
 BAILEY CONSTRUCTION CORPORATION,
 a Washington corporation,
 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:

A tract of land located in the West Half of the Southeast Quarter of the
 Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 21, Township 3 North, Range 8
 E. W. M. described as follows:

Beginning at a point 420 feet north and 30 feet east of the southwest
 corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 21; thence north 100 feet;
 thence east 644 feet, more or less, to the east line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$
 of the NW $\frac{1}{4}$ of the said Section 21; thence south 100 feet along said line
 to the north line of Evergreen Street as shown on the plat of Evergreen
 XXXXXXXXXXXXXXXXXXXX Acres on file and of record in the office of the Aud-
 itor of Skamania County; thence west along the north line of said street
 to the point of beginning.

On the following terms and conditions: The purchase price is Six Thousand and no/100ths -
 (\$ 6,000.00) dollars, of which
 - (\$ 100.00) dollars
 One Hundred 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 remaining balance of the purchase price amounting to Five Thousand Nine
 Hundred and no/100ths (\$5,900.00) Dollars shall be paid, in any event, on
 or before July 1, 1974. The unpaid balance of the purchase price shall bear
 interest at the rate of seven per-cent (7%) per annum payable annually. The
 sellers agree to release by deed any 100 foot lot at purchaser's option on
 payment of the sum of One Thousand and no/100ths (\$1,000.00) Dollars per Lot.

915

No. _____

TRANSACTION EXCISE TAX

SEP 27 1971

Amount Paid \$6,000.00

Michael J. Skamania

Skamania County Treasurer

By _____

The purchaser may enter into possession July 8, 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

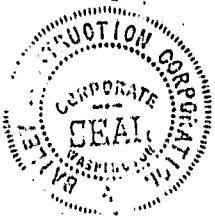
deliver to the purchaser a **warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchase title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances ~~excepting any which are secured by the purchaser or so to which the conveyance hereunder is made 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.



John A. Allinger (Seal)

Dorothy E. Allinger (Seal)

BAILEY CONSTRUCTION CORPORATION (Seal)

By James C. Galey, Pres. (Seal)

By Barbara E. Galey (Seal)



STATE OF WASHINGTON,
County of _____

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 8th day of July, 1971,

JOHN A. ALLINGER and DOROTHY E. ALLINGER, husband and wife,

personally appeared before me, they

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

signed 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.

73955

Transamerica Title Insurance Co



Filed for Record at Request of

Name.....	REGISTERED <u>E</u>
Address.....	INDEXED-DIR. <u>E</u>
City and State.....	INDIRECT: <u>E</u>
	RECORDED: <u>E</u>
	COMPARED: <u>E</u>
	MAILED <u>E</u>

STATE OF WASHINGTON TITOLNEY CLERK/RECORDS/CLERK'S USE	
I HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING FILED BY <u>R. J. Stevenson</u> OF <u>Stevenson</u> AT <u>10:52 A.M. Sept 27 1971</u> WAS RECORDED IN BOOK <u>63</u> OF <u>Need</u> AT PAGE <u>2289</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>W. J. Tread</u> COUNTY AUDITOR	
BY <u>E. McFarland</u>	