

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 12th day of October, 1971, between

DENNIS V. McVOY and RHODA E. McVOY, hereinafter called the "seller" and

JOHN C. BAXTER and HARRIET I. BAXTER, hereinafter called the "purchaser,"

husband and wife, 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:

A tract of land consisting of portions of Lots 11, 12 and 13 of HILLTOP MANOR according to the amended plat thereof on file and of record at page 110 of Book A of Plats, Records of Skamania County, Washington, described as follows: Beginning at a point on the northerly line of said Lot 11 distant westerly 17.5 feet from the northeasterly corner thereof; thence following the northerly lines of said Lots 11, 12 and 13 easterly to a point 5 feet distant easterly from the northwesterly corner of the said Lot 13; thence southerly to a point on the southerly line of said Lot 12 distant westerly 9.51 feet from the southeasterly corner of said Lot 12; thence westerly following the southerly lines of said Lots 12 and 11 to a point 25.25 feet distant westerly from the southeasterly corner of said Lot 11; thence in a northwesterly direction to the point of beginning.

Free of incumbrances, except:

Building restrictions and restrictive covenants imposed upon Lots 1 to 46 inclusive of Hilltop Manor according to the official amended plat thereof as set forth in an instrument dated September 27, 1961, and recorded October 3, 1961, at page 193 of Book 49 of Deeds, under Auditor's File No. 58994, Records of Skamania County, Washington, relating to costs of construction, the keeping of animals, and use of the premises.

On the following terms and conditions: The purchase price is Three Thousand and no/100ths (\$ 3,000.00 ) dollars, of which Fifty and no/100ths ( \$ 50.00 ) 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 remaining balance of the purchase price in the sum of Two Thousand Nine Hundred Fifty and no/100ths (\$2,950.00) Dollars on or before one year from the date hereof.

The unpaid purchase price shall bear no interest if paid promptly when due but thereafter shall bear interest at the highest legal rate.

This contract shall not be assigned nor shall the purchasers re-sell the premises during the term of this contract without the express written consent of the sellers.

No. 960  
TRANSACTION EXCISE TAX

OCT 19 1971

Amount Paid: \$3,000.00

Skamania County Treasurer

By: [Signature]

The purchaser may enter into possession October 12, 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, accepting 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.

Dennis V. McEvoy (Seal)  
Rhoda E. McEvoy (Seal)  
John E. Baxter (Seal)  
Marion Irene Baxter (Seal)

STATE OF WASHINGTON,

County of Skamania

ss.

On this day personally appeared before me DENNIS V. McEVROY and RHODA E. McEVROY, husband and wife, to me known to be the individuals 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 15th day of October, 1971.



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

74053

## Transamerica Title Insurance Co



Filed for Record at Request of

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

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Dennis V. McEvoy</u>	
OF <u>Stevenson</u>	
AT <u>10:35 A.M. Oct 17, 1971</u>	
WAS RECORDED IN BOOK <u>63</u>	
OF <u>409</u> AT PAGE <u>409-9</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Dennis V. McEvoy</u>	
COUNTY CLERK	