

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 20th day of October, 1971, between

H. ROBERT COLE, dealing with his separate property, hereinafter called the "seller" and

HENRY JOE POLICE and hereinafter called the "purchaser,"

SUSAN YOUNG SMITH

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:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 21, Township 2 North, Range 6 E. W. M.; EXCEPT that portion thereof described as follows:

Beginning at the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 21; thence east along the southerly boundary of the said Section 21 to the center of an existing access road to the Bonneville Power Administration's electric power transmission lines; thence in a northeasterly direction following the center of said road to intersection with the center line of the ~~XXXXXX~~ county road known as and designated as the Duncan Creek Road; thence in a northwesterly direction following the center line of Duncan Creek Road to the west line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 21; thence south to the point of beginning.

SUBJECT TO easements and rights of way for existing roads.

On the following terms and conditions: The purchase price is Eight Thousand and no/100ths - (\$ 8,000.00) dollars, of which Five Thousand Three Hundred Thirty-two and no/100ths - (\$ 5,332.00) 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 amounting to Two Thousand Six Hundred Sixty-eight and no/100 (\$2,668.00) Dollars on or prior to December 20, 1971. The unpaid purchase price shall bear no interest if paid promptly when due, but thereafter shall bear interest at the rate of six per-cent (6%) per annum.

965

No.
TRANSACTION EXCISE TAX

OCT 20 1971

Amount Paid: \$ 8,000.00
By: *[Signature]*
Skamania County Treasurer

The purchaser may enter into possession October 20, 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** 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.

H. Robert Cole (Seal)
Susan Young Smith (Seal)
Thy. J. Webb (Seal)
 (Seal)



STATE OF WASHINGTON,

County of Skamania

ss.

On this day personally appeared before me **H. ROBERT COLE**

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of October, 1971.

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

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

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

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| STATE OF WASHINGTON RECORDS OF SKAMANIA COUNTY | |
| I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <i>Robert J. Salmon</i> OF <i>Stevenson</i> AT <i>2:04 P.M.</i> <i>Oct 20</i> 1971 WAS RECORDED IN BOOK <i>623</i> OF <i>Rec'd</i> AT PAGE <i>413</i> RECORDS OF SKAMANIA COUNTY, WASH. <i>HP Todd</i> COUNTY AUDITOR <i>E. Salmon</i> | |