

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of October, 1971, between

RICHARD R. WEBSTER, a widower,

hereinafter called the "seller" and

AUGUST J. JERMANN and GENEVIEVE V. JERMANN,
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 Skamania County, Washington:

That portion of Lot Thirteen (13), Section Thirty-Six (36), Township Three (3) North, Range Seven and one-half (7½) East of the Willamette Meridian, described as follows:

Beginning at a point 657.4 feet West and 363.5 feet south of the Quarter corner on the east line of said Section 36, Township 3 North, Range 7½ E. W. M.; thence south 53° 38' west 76.8 feet; thence south 36° 28' west 184.5 feet; thence south 33° 31' west 279.9 feet; thence south 28° 21' west 85.7 feet; thence north 58° 08' west to the west line of said Government Lot 13; thence north along the west line of said Government Lot 13 a distance of 630 feet, more or less, to the north-west corner thereof; thence east along the north line of said Government Lot 13 to its most easterly intersection with the County Road known as Nelson Creek Road; thence southerly and southeasterly along the said Nelson Creek Road to the point of beginning;

ALSO that portion of the south 6½ acres of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of the said Section 36, Township 3 North, Range 7½ E. W. M. lying on the southerly side of the said Nelson Creek Road.

On the following terms and conditions: The purchase price is Nine Thousand and no/100ths - - - (\$ 9,000.00) 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 Eight Thousand and no/100ths (\$8,000.00) Dollars in monthly installments of One Hundred Fifty and no/100ths (\$150.00) Dollars, or more, commencing on the 1st day of November, 1971, and on the 1st 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 seven per cent (7%) per annum computed upon the monthly balances of the said 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 all or part of the unpaid purchase price, plus interest then due.

The purchasers agree neither to cut nor remove any merchantable timber from the above described premises during the term of this contract without the written consent of the seller until the purchase price shall have been reduced to the sum of \$4,500.00.

The purchaser may enter into possession October 1, 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, 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 down payment 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.

976

No. 976
TRANSACTION EXCISE TAX

OCT 27 1971

Amount Paid 9.00
Charles W. Sullivan
Skamania County Treasurer

By _____

Richard D. Webster (Seal)

_____ (Seal)

James F. Sullivan (Seal)

James F. Sullivan (Seal)



STATE OF WASHINGTON,

County of Skamania

ss.

On this day personally appeared before me Richard D. Webster, a widower,

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 Richard D. Webster free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

5th day of October, 1971.



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

74082

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name _____

Address _____

City and State _____

REGISTERED	<u>E</u>
INDEXED - DIR.	<u>E</u>
INDIRECT	<u>E</u>
RECORDED	<u>E</u>
COMPAKED	<u>E</u>
MAILED	<u>E</u>

THIS SPACE RESERVED FOR RECORDER'S USE.	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Ed. Noble</u> OF <u>Stevenson, Wa</u> AT <u>11:55 A.M. Oct 27 1971</u> WAS RECORDED IN BOOK <u>63</u> OF <u>425-6</u> RECORDED AT SKAMANIA COUNTY, WASH.	
<u>SP. 1000</u>	
CLERK OF COURT	