

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 6 day of December, 1971, between HELMUT ACKER, hereinafter called the "seller", and FRED NEWMAN, hereinafter called the "purchaser".

WITNESSETH; That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller, the following described real estate, with the appurtenances, in Skamania County, State of Washington:

All that property in the north half of the SW 1/4 NW 1/4 of Section 17, T3N, R8 E.W.M. lying south of the south right-of-way of the McNary-Ross transmission line, more particularly described as follows:

Beginning at the intersection of Old State Road 8C and the S line of the north half of the SW 1/4 NW 1/4 of said Sec. 17, T3N, R8 E.W.M.; thence along said S line 950 ft. more or less to the intersection of said S line with the S right-of-way line of the McNary-Ross transmission line; thence along said S right-of-way line N 61° 43' 30" W 630 ft. more or less; thence N 89° 31' 10" 400 ft. more or less to the centerline of Old State Road 8C; thence S along said centerline 270 ft. to the point of beginning; said tract of land containing approximately 3.5 acres.

1061

No.

## TRANSACTION EXCISE TAX

(Both parties hereto agree that upon this particular parcel of land being surveyed by a licensed surveyor, that the purchaser may substitute that survey description for the description used above)

DEC 9 1971

Amount Paid \$1,750  
Michael O'Donnell  
Skamania County Treasurer

The terms and conditions of this contract are as follows:

By \_\_\_\_\_ The purchase price is One Thousand Seven Hundred Fifty Dollars (\$1,750.00), of which Four Hundred Dollars (\$400.00) have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The sum of Forty-Five Dollars (\$45.00) shall be paid on or before the 10th day of December, 1971, and like payments shall be made on the 10th day of each and every month thereafter for a period of twenty-nine (29) months. It is agreed that on the thirtieth (30th) month the entire balance of unpaid principal and interest is to be paid in full, the unpaid principal bearing interest at the rate of eight

payments so made shall be applied to the payments next falling due the seller under this contract.

per cent (8%) per annum. Each monthly payment referred to herein shall include such interest.

All payments to be made hereunder shall be made at seller's place of residence or at such other place as the seller may direct in writing.

The purchaser may enter into possession on the 6 day of December, 1971.

It is agreed by the parties hereto that the purchaser may remove the timber on said real property at his option.

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 them, 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 taking of any part of the property for a public use, and agree 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 said contract or contracts and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any

entire balance of unpaid principal and interest is to be paid in full, the unpaid principal bearing interest at the rate of eight

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

The seller further agrees to furnish a standard form of purchaser's title insurance policy when the purchaser shall have paid 29 payments hereunder, insuring title to said property with liability the same as the above purchase price, free from encumbrances 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 purchasers agree 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 U.S. Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

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IN WITNEGS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

Fred Newman

(Seal)

Helmut Acker

(Seal)

STATE OF WASHINGTON }  
County of Skamania } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 27<sup>th</sup> day of November, 1971, personally appeared before me FRED NEWMAN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

Lorraine E. Woodard  
Notary Public in and for the State of Washington, residing at Stevenson.

STATE OF CALIFORNIA }  
County of Alameda } ss.

I, the undersigned, a notary public in and for the State of California, do hereby certify that on this 6<sup>th</sup> day of December, 1971, personally appeared before me HELMUT ACKER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

Lorraine E. Woodard  
Notary Public in and for the State of California, residing at San Leandro

