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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 20th day of January, 1972, between

LOUISE M. BENNETT, dealing with her separate property, hereinafter called the "seller" and

DONALD L. BROWN and SARA CLAUDIA BROWN, hereinafter called the "purchaser,"

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 located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 21, Township 3 North, Range 8 E. W. M. described as follows:

Beginning at the southwest corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 21; thence north 32 rods; thence east 8 rods; thence in a straight line in a southeasterly direction to a point on the south line of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 21 east 40 rods from the southwest corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said section; thence west 40 rods to the point of beginning; ~~RECEIVED FROM THE SELLER XXXXX~~ EXCEPT that portion thereof conveyed to the Department of Fisheries of the State of Washington by deed dated August 18, 1952, and recorded at page 398 of Book 35 of Deeds, Records of Skamania County, Washington;

said tract containing 4.5 acres, more or less;

SUBJECT TO general taxes for 1972 which become due and payable February 15, 1972.

On the following terms and conditions: The purchase price is Two Thousand Eight Hundred and no/100ths - - - - - (\$ 2,800.00 ) dollars, of which Eight Hundred and no/100ths - - - - - (\$ 800.00 ) 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 and no/100ths (\$2,000.00) Dollars as follows: The purchasers agree to pay One Thousand and no/100ths (\$1,000.00) Dollars on the unpaid purchase price on, but no sooner than January 20, 1973, and agree to pay the remaining balance of the purchase price amounting to One Thousand and no/100ths (\$1,000.00) Dollars on, but no later than January 20, 1974. The unpaid purchase price shall bear interest at the rate of seven per-cent (7%) per annum payable on the aforesaid annual payment dates.

No. 1-31

TRANSACTION EXCISE TAX

JAN 21 1972

Amount Paid \$800.00

By *Donald L. Brown and Sara Claudia Brown*  
Skamania County TreasurerBy *Lawrence J. ...*

The purchaser may enter into possession January 20, 1972.

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 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.

..... (Seal)  
 ..... (Seal)  
 ..... (Seal)  
 Louise M. Bennett ..... (Seal)

OREGON  
 STATE OF WASHINGTON,

County of } ss,

On this day personally appeared before me LOUISE M. BENNETT

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

GIVEN under my hand and official seal this 26 day of January, 1972.

Notary Public in and for the State of Washington, Oregon,  
 residing at Portland, Oregon.

**Transamerica Title Insurance Co**



A Service of  
 Transamerica Corporation

74384

Filed for Record at Request of

Name.....  
 Address.....  
 City and State.....  
 REGISTERED 51  
 INDEXED 712  
 FILED 712  
 MAILED

STATE OF WASHINGTON OF RECORDERS USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
OF	
AT 10:15 PM, JAN 31, 1972	
WAS RECORDED IN BOOK 63	
OF PAGES AT PAGE 701	
RECORDS OF STAMANIA COUNTY, WASH.	
3117000	
COUNTY AUDITOR	
BY SHANNON	
DEPUTY	