

74423

BOOK 63 PAGE 741

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 10th day of August, 1971, between
H. ROBERT COLE and JACK N. SYKES

hereinafter called the "seller" and

DAVID L. McCOURT and JUNE C. McCOURT,
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:

Lot 17 of HIDE AWAY ON THE WASHOUGAL according to the official plat
thereof on file and of record at page 151 of Book A of Plats, Records
of Skamania County, Washington.

1157

Free of incumbrances, except: Restrictive covenants of record.

No. 1157
TRANSACTION EXCISE TAX

FEB 14 1972

Amount Paid \$3,995.00

Michael W. Marshall
Skamania County Treasurer

By _____

On the following terms and conditions: The purchase price is Three Thousand Nine Hundred Ninety-five and no/100ths - - - - - (\$ 3,995.00) dollars, of which
Two Hundred and no/100ths - - - - - (\$ 200.00) 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 Three Thousand Seven Hundred Ninety-five and no/100ths (\$3,795.00) dol-
lars in monthly installments of Thirty-five and no/100ths (\$35.00) dollars,
or more, commencing on the 10th day of September, 1971, and on the 10th 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 install-
ments shall include interest at the rate of eight and one-half per cent (8-1/2)
per annum computed upon the monthly balances of the unpaid 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 any part or all of the
unpaid purchase price, plus interest then due.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
taining 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.

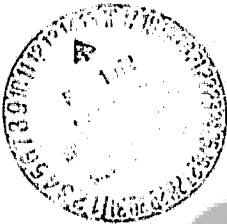
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full, insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are 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.

Robert J. Sykes (Seal)
Robert J. Sykes (Seal)
Robert J. Sykes (Seal)
Robert J. Sykes (Seal)



STATE OF WASHINGTON,

County of Skamania } ss.

On this day personally appeared before me P. ROBERT COLE and JACK H. SYKES

to me known to be the individual s 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 11th day of February, 1972.

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

74423

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

STATE OF WASHINGTON
 COUNTY OF SKAMANIA
 FILED FOR RECORD AT
 SKAMANIA, WA
 FEB 14 1972
 NOTARY PUBLIC
 ROBERT J. SYKES
 COUNTY CLERK