

74424

BOOK 63 PAGE 743

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 10th day of August, 1971, between
 M. ROBERT COLE and JACK N. SYKES hereinafter called the "seller" and
 NEOLAE FIERLING 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 6 of MID. 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.

Free of incumbrances, except. Restrictive covenants of record

No. 1158
TRANSACTION EXCISE TAX

FEB 14 1972

Amount paid \$9,950.00

Richard Stennel
 Skamania County Treasurer

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
 Five and no/100ths (\$ 5.00) 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 purchaser agrees to pay the balance of the purchase price to the sum of
 Three thousand Seven hundred Ninety-five and no/100ths (\$3,795.00) dollars
 in monthly installments of Fifty and no/100ths (\$50.00) 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 installment
 shall include interest at the rate of eight and one-half (8 1/2) per cent per
 annum computed upon the monthly balances of the unpaid purchase price and
 shall be applied first to interest and then to principal. The purchaser
 reserves the right at any time they are 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 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 already mentioned, and any that may accrue hereafter through any person other than the seller.

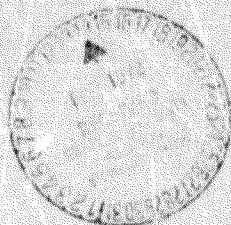
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are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



STATE OF WASHINGTON.

County of Seasand

On this day personally appeared before me ROBERT G. GLICK and JACK W. EYRICH

to me known to be the individual 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.

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

74424

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

RECORDED	INDEXED
DIRECT	INDEXED
RECORDED	INDEXED
COMPLETED	MAILED

THIS INSTRUMENT WAS RECORDED IN
 COUNTY OF WASHINGTON 1972

THESE WITNESSES THAT THE WITHIN
 INSTRUMENT OF RECORDS FILED BY
Robert G. Glick
Jack W. Eyrich
 AT 9:00 AM FEB 14 1972
 WAS RECORDED WITH 63
 RECORDS OF RECORDS SECTION 1
Robert G. Glick
 COUNTY CLERK