

74444

REAL ESTATE CONTRACT

THIS AGREEMENT, made this 15th day of January, 1972
 between WILLIAM H. ASHBAUGH, hereinafter called the seller,
 and MARTIN D. BUSBY AND ETHELYN M. OPHEIM, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of SKAMANIA, State of Washington, and more particularly known and described as follows, to-wit:

A tract of land located in the Southeast Quarter of the Northwest Quarter (SE1/4) of Section 34, Township 2 North, Range 5 E, W.M., described as follows:

Beginning at the northwest corner of the SE1/4 of the NW1/4 of the said Section 34; thence along the west line of the SE1/4 of the NW1/4 of the said Section 34 South 150 feet to the initial point; thence along said west line south 100 feet; thence east to the center of the channel of the Washougal River; thence in a northerly direction following the centerline of the channel of the Washougal River to a point east of the initial point; thence west to the initial point.

for the sum of Fifteen Thousand Dollars & NO/100 Dollars on which the buyer has paid the sum of Three Thousand Dollars & NO/100 Dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at 10919 S.E. 5th Street, Vancouver, Washington the remaining principal, with interest at the rate of 8% per cent. per annum, at the times and in the manner following: Beginning February 15, 1972, a payment of \$210.40 (Two Hundred Ten Dollars & 40/100) and a like payment each month until paid in full.

Seller shall at all times keep current in the payments required on the mortgage now existing on said property. Should he fail to make any such payment, buyers may make the payment and deduct the amounts so paid from the balance owing under this contract.

And the Buyer, in consideration of the premises, hereby agrees to regularly and reasonably pay all taxes and assessments which may hereafter lawfully imposed on said premises, and keep building insurances against loss by fire in a reliable insurance company in the sum of \$12,000.00 payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the times above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and remain in the seller, without any declaration of forfeiture, or act of reverts, or without any other act by the seller to be performed, and without any right of the buyer of claimation or compensation for money paid or time procured made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance to protect the buyer's interest in the premises described herein, certified by a competent title insurance company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed herein or permanently attached hereto and countersigned by the seller, and no agreement or condition or relation between the buyer and his assigns, or any other person, acquiring title or interest from or through him, shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller. Seller shall not unreasonably withhold his consent.

1174
 No. 1174
 TRANSACTION EXCISE TAX

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate the day and year first above written.

Amount Paid \$3,000.00
William H. Ashbaugh
 Skamania County Treasurer

Witnessed by _____

Martin D. Busby
Ethelyn M. Opheim

William H. Ashbaugh Seller
Martin D. Busby Buyer
Ethelyn M. Opheim

