

74444

REAL ESTATE CONTRACT

THIS AGREEMENT, made this 15th day of January, 1972,
 between WILLIAM H. ASHBAUGH, hereinafter called the seller,
MARION 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:

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

Beginning at the northwest corner of the S.E. of the N.W. of the said Section 34; thence along the west line of the S.E. of the N.W. 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 north easterly 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.

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, in 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 be hereafter lawfully imposed on said premises, and keep buildings insured 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, deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of void covenants the before mentioned taxes and assessments, and all leases and incumbencies, 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 time above specified without any failure or default, the time of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement void and void, and in such case, all the right and interest 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 revert in the seller, unless any declaration of forfeiture, or act of reverts, or without any other act set by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or time payments made, at absolute, full and perfect 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 covering the title to the above described premises, certified as aforesaid above.

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 covenants between the buyer and his assigns, or any other person, requiring 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

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 450.00

FEB 22 1972

Chancery Clerk

Skamania County Treasurer

William H. Ashbaugh

Seller

Marion D. Busby

Buyer

STATE OF WASHINGTON, County of *Clallam*

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 16 day of February, 1972, personally appeared before me,

to me known to be, the individual _____ described as seller and who executed the within, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at *611 Belmont, Clallam Bay*

ASSIGNMENT BY BUYER

The within named buyer for and in consideration of the sum of _____ Dollars

does assign and convey all right and title in and to the within contract and the property described therein unto _____ and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said buyer.

SIGNED AND SEALED, this 16 day of February, 1972.

The seller consents to this assignment.

STATE OF WASHINGTON, County of *Clallam*

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 16 day of February, 1972, personally appeared before me,

to me known to be the individual _____ described in and who executed the above assignment, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above first written.

Notary Public in and for the State of Washington, residing at _____

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of _____ Dollars

hereby assigns all his right and title to the within contract to _____

this 16 day of February, 1972.

(Died from seller to assignee must be given with this assignment.)

File No.	Filed in	Printed in	Entered in
_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____

REAL ESTATE CONTRACT

FROM

TO

STATE OF WASHINGTON, U.S.
COUNTY OF SKEENA

I HEREBY CERTIFY THAT THE WITNESS

INSTRUMENT OF WRITING, FILED IN

20 *Subd. 1*
of *Subdivision 1/2a*
AT 9:30 A.M. Feb. 22, 1972AS RECORDED IN BOOK 6-3
OF *Recd. in Reg. Feb. 22, 1972*

RECORDS OF SKEENA COUNTY, WASH.

John C. Mayfield
E. Mayfield
COUNTRY ATTORNEY
REC'D. *John C. Mayfield*
INDEXED: DIR. REC'D.
PROPECTIVE
RECORDEDNo. 74414

REGISTERED	INDEXED: DIR.
PROPECTIVE	RECORDED