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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 17th day of February, 1972, between  
**RAYNARD A. COMPTON and LILLIAN V. COMPTON,** hereinafter called the "seller" and  
 husband and wife,  
**HENRY JOE FOLICE** 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:

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter  
 (SW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 19, Township 2 North, Range 5 E. W. M., said  
 tract containing 10 acres, more or less;

TOGETHER WITH an easement and right of way 30 feet in width for an access  
 road over and across the course of an existing road in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$   
 of Section 19, Township 2 North, Range 5 E. W. M., connecting with County  
 Road No. 1108 designated as the Skye-Shields Road.

free of incumbrances, except: Easements and rights of way for access roads over  
 the existing road sold under contract to Walter Franklin Jones, Gary N. **1177**  
 Morris, and Susan Y. Smith, and SERVING To the sellers the right to  
 grant an access road appurtenant to the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the  
 said Section 19.

**TRANSACTION EXCISE TAX**

FEB 22 1972

Amount Paid \$6,500.00  
Skamania County Treasurer

On the following terms and conditions: The purchase price is Six Thousand Five Hundred and  
no/100 (\$ 6,500.00 ) dollars, of which  
One Thousand and no/100 (\$ 1,000.00 ) 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 in the sum of  
 Five Thousand Five Hundred and no/100 (\$5,500.00) Dollars in monthly install-  
 ments of Fifty and no/100 (\$50.00) Dollars, or more, for 12 consecutive months  
 commencing on the 17th day of March, 1972, to and including the installment  
 due February 17, 1973, and thereafter in monthly installments of Seventy-five  
 and no/100 (\$75.00) Dollars, or more, commencing on the 17th day of March,  
 1973, and on the 17th 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 installments shall include interest at the rate of six per-  
 cent (6%) per annum computed upon the monthly balances of the unpaid pur-  
 chase price, and shall be applied first to interest and then to principal.  
 The purchaser reserves the right at any time he is 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 February 17, 1972.

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.

Maynard A. Compber (Seal)  
Lillian A. Compber (Seal)  
Shirley J. Compber (Seal)  
\_\_\_\_ (Seal)



STATE OF WASHINGTON,  
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22nd day of February, 1972, personally appeared before me \_\_\_\_\_

MAYNARD A. COMPER and LILLIAN A. COMPER, husband and wife,

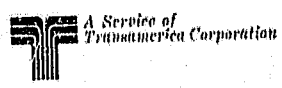
known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and added the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Stevenson  
Notary Public in and for the state of Washington,  
residing at Stevenson, therein.

74426

# Transamerica Title Insurance Co



Filed for Record at Request of

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY G. J. Stevenson OF Stevenson, therein AT 10:15 A.M. Feb 22, 1972 IS RECORDED IN BOOK 63 OF Skamania COUNTY, WASH. RECORDS OF SKAMANIA COUNTY, WASH. Feb 22, 1972