

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 17th day of February, 1972,

between

MAYNARD A. COMPER and LILLIAN V. COMPER,
husband and wife,
SUSAN Y. SHIT

hereinafter called the "seller" and

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 Northwest Quarter of the Northeast Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 19, Township 2 North, Range 5-E, W. M. EXCEPT that portion thereof lying within the following described tract: Beginning at the northwest corner of the NE $\frac{1}{4}$ of the said Section 19; thence south 440 feet; thence east 1,480 feet; thence north 440 feet; thence west 1,480 feet to the point of beginning; TOGETHER WITH an easement and right of way 30 feet in width for an access road along the course of an existing road in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 19 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 and Gary W. Morris; AND SUBJECT TO an easement and right of way for an underground electric power transmission line granted to the Skamania County Public Utility District No. 1.

No. 1175

TRANSACTION EXCISE TAX

FEB 22 1972

Amount Paid \$58.32

Paid to Skamania County Treasurer

On the following terms and conditions: The purchase price is Five Thousand Eight Hundred and no/100 - - - - - (\$ 5,800.00) 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 Four Thousand Eight Hundred and no/100 (\$4,800.00) Dollars in monthly installments 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 purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time she 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 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 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 V. Compber (Seal)
Susan V. Smith (Seal)
 _____ (Seal)



STATE OF WASHINGTON,
 County of Skamania ss.

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. COMPBER and LILLIAN V. COMPBER, husband and wife,

known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed 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.
Ruth G. Salenew
 Notary Public in and for the state of Washington,
 residing at Stevenson, therein.

74448

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
W. J. Stevenson
 OF Stevenson, WA
 AT 1:15 P.M. Feb 22, 1972
 WAS RECORDED IN BOOK 63
 OF Book AT PAGE 772-3
 RECORDS OF SKAMANIA COUNTY, WASH.
W. J. Stevenson
 COUNTY CLERK
E. McFarland
 COUNTY AUDITOR