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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 15th day of February, 1972, between**CONRAD LUNDY, JR. and ELOISE W. LUNDY,**  
husband and wife,

hereinafter called the "seller" and

**GAY M. MARGADO and PATRICIA J. MARGADO,**  
husband and wife,

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:Lots 8 and 9 of IMAN ROCK CREEK TRACTS according to the official plat  
thereof on file and of record at page 118 of Book A of Plats, Records  
of Skamania County, Washington.

Free of incumbrances, except:

NONE.

1183

No. 1183  
**TRANSACTION EXCISE TAX**

FEB 24 1972

Amount Paid 6.00

Skamania County Treasurer

By                     

On the following terms and conditions: The purchase price is Six Thousand and no/100ths - -  
- - - - - (\$ 6,000.00 ) dollars, of which  
Two Thousand Five Hundred and no/100ths - - - - - (\$ 2,500.00 ) 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 purchasers agree to pay the balance of the purchase price in the sum of  
Three Thousand Five Hundred and no/100ths (\$3,500.00) Dollars in monthly in-  
stallments of Fifty and no/100ths (\$50.00) Dollars, or more, commencing on  
the 15th day of March, 1972, and on the 15th day of each and every month  
thereafter until the full amount of the purchase price together with inter-  
est shall have been paid. The said monthly installments shall include in-  
terest 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 inter-  
est and then to principal. The purchasers reserve the right at any time  
they are 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 in-  
terest then due.

Purchasers understand that the existing pump and pumphouse on said premises  
together with the existing water pipeline is reserved by the sellers and  
said installation shall remain on said premises until the public water supply  
system is available to the present users and sellers will then have the right  
to remove the pump and pumphouse.

The purchaser may enter into possession February 15, 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  
no 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 contract under which seller  
retaining title to said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to  
make such payments to the holder of the same, and in default, the purchaser shall have  
the right to make the payments necessary to remove the defect, and any payments so made shall be  
applied to the payments then falling due to the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his obligations 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 ~~insuring the title to said property with liability the same as the above purchase price, free from incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.~~

That 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 unpaid taxes, 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.

*Conrad Lundy, Jr.* (Seal)

*Eloise W. Lundy* (Seal)

*[Signature]* (Seal)

*[Signature]* (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 24th day of February, 1972, personally appeared before me

CONRAD LUNDY, JR. and ELOISE W. LUNDY, husband and wife,

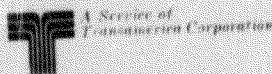
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and acknowledged the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

*[Signature]*  
Notary Public in and for the state of Washington,  
residing at Stevenson therein.

74459

## Transamerica Title Insurance Co



Filed for Record at Request of

Name

Address

City and State

|            |                                     |
|------------|-------------------------------------|
| REGISTERED | <input checked="" type="checkbox"/> |
| INDEXED    | <input checked="" type="checkbox"/> |
| RECORDED   | <input checked="" type="checkbox"/> |
| COMPARED   | <input checked="" type="checkbox"/> |
| MAILED     | <input checked="" type="checkbox"/> |

THIS SPACE RESERVE FOR RECORD - USE:

FILED IN COUNTY THAT THE WITHIN

FILED BY

*[Signature]*

at 3:45 PM Feb 24 1972

WAS DELIVERED TO THE

TO *[Signature]*

RECEIVED BY THE COUNTY CLERK

*[Signature]*

CLERK & JUDGE