FORM 408 74459

408

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 H. 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.

No. 1183

TRANSACTION EXCISE TAX

FEB 24 1972

Amount Paid $ -0-

Skamania County Treasurer

By

On the following terms and conditions: The purchase price is Six Thousand and no/100ths - - -

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 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.

Conrad Lundy Jr. (Seal)

Eloise W Lundy (Seal)

(Seal)

Patricia Driscoll (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 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 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.

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

74459

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED
INDEXED
REGULATED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN ... FILED BY ... AT 3:45 M. FEB 24 1972 ... OF MISCELLANEOUS ... RECORDS OF SKAMANIA COUNTY, WASH. ... COUNTY AUDITOR

Unofficial Copy