

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 22nd day of February, 1972, between
 REUBEN M. COGSWELL and RAYNA R. COGSWELL, hereinafter called the "seller" and
 husband and wife,
 LEWIS FJELONIM and SANDRA J. FJELDHEIM, hereinafter called the "purchaser,"
 husband and wife,
 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 Northeast Quarter of the Southwest Quarter of the Southwest Quarter
 (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M.; EXCEPT
 the north 495 feet thereof.

Free of incumbrances, except: An easement and right of way for a water pipeline
 not exceeding two (2) inches in diameter to be constructed by the sellers
 in accordance with the terms of a reciprocal easement and water agree-
 ment between the parties hereto and Clarence E. Bradshaw, a single man.

On the following terms and conditions: The purchase price is Three Thousand Seven Hundred
 Fifty and no/100ths - (\$ 3,750.00) dollars, of which
 One Hundred and no/100ths - (\$ 100.00) 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 remaining balance of the purchase price
 amounting to Three Thousand Six Hundred Fifty and no/100ths (\$3,650.00)
 Dollars as follows:

The sum of One Thousand and no/100ths (\$1,000.00) Dollars, or more, includ-
 ing interest at the rate of 8% per annum on or before April 1, 1973; the
 additional sum of One Thousand and no/100ths (\$1,000.00) Dollars, or more,
 including interest at the rate of 8% per annum on or before April 1, 1974;
 the additional sum of One Thousand and no/100ths (\$1,000.00) Dollars, or
 more, including interest at the rate of 8% per annum on or before April 1,
 1975; and the remaining balance of the purchase price plus interest at the

No. 1135
 TRANSACTION EXCISE TAX

MAR 3 1972

Amount Paid

Reuben M. Cogswell
 Skamania County Treasurer

By Russell J. Ballew the purchaser may enter into possession March 1, 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.

The 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 to 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.

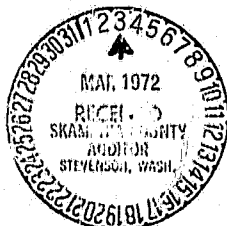
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid **the purchase price in full** insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which 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.

Reuben M. Cogswell (Seal)
Rayma R. Cogswell (Seal)
Leatrice F. Cogswell (Seal)
Sandra G. Cogswell (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 REUBEN M. COGSWELL and RAYMA R. COGSWELL, husband and wife,

to me 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.

Notary Public in and for the state of Washington,
 residing at Camas

74482

Transamerica Title Insurance Co

A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

STATE SPACE RESERVED FOR RECORDER'S USE; COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR WRITING FILED BY <u>E. McGowan</u> OF <u>Skamania Co</u> AT <u>2:45 P.M. Mar 3 1972</u> WAS RECORDED IN BOOK <u>63</u> OF <u>deed</u> AT PAGE <u>805-6</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>E. McGowan</u> COUNTY CLERK BY <u>E. McGowan</u>	