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**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 FJELDHIM and SANDRA J. FJELDHIM, 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 Southeast Quarter of the Southwest Quarter  
(NE<sub>1/4</sub> SE<sub>1/4</sub> SW<sub>1/4</sub>) 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  
rate of 8% per annum on or before April 1, 1976.

No. 119

**TRANSACTION EXCISE TAX**

MAR 3 1972

Amount Paid \$175.00  
Reuben M. Cogswell  
Skamania County TreasurerBy Reuben M. Cogswell

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, hereinafter 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 deducted 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 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 encumbrances 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 encumbrances 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.

*R. Cogswell* (Seal)  
*R. Cogswell* (Seal)  
*L. L. Cogswell* (Seal)  
*S. A. Cogswell* (Seal)



STATE OF WASHINGTON,  
County of *Columbia*, ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 23 day of February, 1972, personally appeared before me,

REUBEN M. COGSWELL and RAYMA R. COGSWELL, husband and wife.

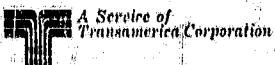
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they did and sealed the same as theirs, free and voluntary act and deed, for the uses and purposes therein mentioned.

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*

174482

## Transamerica Title Insurance Co



Filed for Record or Request of

Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE,  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING  
INSTRUMENT OR WRITING IS FILED BY

*B. P. Schlesinger*  
OF *Transamerica* (Seal)

AT 9:45 A.M. Mar 3 1972

WAS RECORDED IN BOOK 63  
OF Deed AT PAGE 805

RECORDS OF SKAMANIA COUNTY, WASH.

*E. M. Cogswell*  
COUNTY AUDITOR