

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 17th day of May, 1972, between LEONARD T. FOSTER and RUBY J. FOSTER, hereinafter called the "seller" and husband and wife, WILKINS, KAISER & OLSEN, INC., hereinafter called the "purchaser," a Washington corporation, 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:

A tract of land located in the Southeast Quarter (SE 1/4) of Section 17, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at the southeast corner of the said Section 17; thence south 89° 15' west along the south line of said section 240.54 feet; thence north 716.8 feet; thence north 89° 15' east 350.44 feet to the east line of said section; thence south 08° 44' west along the east line of said section to the point of beginning; said tract containing 5 acres, more or less.

Free of incumbrances, except.

Easements and rights of way, if any, for public roads.

On the following terms and conditions: The purchase price is SEVEN THOUSAND FIVE HUNDRED AND NO/100THS - (\$ 7,500.00 ) dollars, of which ONE THOUSAND FIVE HUNDRED AND NO/100THS - (\$ 1,500.00 ) 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 purchaser agrees to pay the balance of the purchase price in the sum of Six Thousand and no/100ths (\$6,000.00) Dollars as follows:

The sum of \$1,200.00 plus interest on and no sooner than April 30, 1973; the further sum of \$1,200.00 plus interest on and no sooner than April 30, 1974; the further sum of \$1,200.00 plus interest on and no sooner than April 30, 1975; the further sum of \$1,200.00 plus interest on and no sooner than April 30, 1976; and the final sum of \$1,200.00 plus interest on and no sooner than April 30, 1977.

The unpaid purchase price shall bear interest at the rate of eight per-cent (8%) per annum computed upon the diminishing principal basis.

No. 1351 TRANSACTION EXCISE TAX

MAY 19 1972

Amount Paid 7500.00 M. H. ... Skamania County Treasurer

The purchaser may enter into possession immediately

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 heretofore 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.

Leonard T. Foster (Seal)

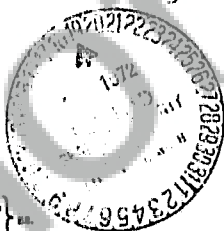
Ruby J. Foster (Seal)

.....(Seal)

.....WILKINS, KAISER & OLSEN, INC.....(Seal)

By William J. Wilkins President

By John J. Wilkins Secretary



STATE OF WASHINGTON,  
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 17th day of May, 1972,

LEONARD T. FOSTER and RUBY J. FOSTER, husband and wife,

to me known to be the individual 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.

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

74800

### Transamerica Title Insurance Co

**TT** A Service of Transamerica Corporation

Filed for Record at Request of

Name.....  
Address.....  
City and State.....

SEARCHED E  
INDEXED: OIL E  
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RECORDED  
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MAILED

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR WRITING, FILED BY W. J. Wilkins OF Stevenson, Wa AT 12:15 May 17 1972 WAS RECORDED BY ROOM 43 OF Rec'd AT PAGE 134-5 RECORDS OF SKAMANIA COUNTY, WASH  
W. J. Wilkins  
COUNTY AUDITOR  
E. Mefford