

74966

BOOK 65 PAGE 133

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT made this 1st day of July, 1972,

between

SAMUEL A. HALEY and JESSIE FAYE HALEY,  
husband and wife,

hereinafter called the "seller" and

LARRY J. NICHOLS and DIANE P. NICHOLS,  
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:

Two parcels of real property located in Sections 28 and 33,  
Township 2 North, Range 6 E. W. M., as more particularly described on Schedule A attached hereto and by this reference made a  
part hereof consisting of 22.54 acres, more or less;

TOGETHER WITH all water rights appurtenant to the above described  
real property.

Free of incumbrances, except: Easements of record.

1418  
TRANSACTION EXCISE TAX

JUL 10 1972

Amount Paid: \$1,320.00  
By: [Signature] Skamania County Treasurer

On the following terms and conditions: The purchase price is Thirteen Thousand Two Hundred and 25/100ths (\$13,200.00) dollars, of which  
Three Thousand Two Hundred and no/100ths (\$3,200.00) 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 Ten  
Thousand and no/100ths (\$10,000.00) dollars in monthly installments of exactly  
sixty-two and 71/100ths (\$62.71) dollars, and no more, commencing on the 1st day  
of August, 1972, and on the 1st day of each and every month thereafter until the  
full amount of the purchase price together with interest shall have been paid;  
provided, however, that the purchasers shall have the privilege of skipping not  
more than two monthly installments in any calendar year during periods when Larry  
J. Nichols shall be unable to work by reason of sickness, accident or lawful  
closure of the business, where he is employed. Should the purchasers skip an  
installment or installments as permitted by the terms and conditions of this con-  
tract, interest shall nevertheless accumulate and be payable from the next in-  
stallment falling due. The said monthly installments shall include interest at  
the rate of seven and one-half per cent (7.5%) per annum computed upon the month-  
ly balances of the unpaid purchase price, and shall be applied first to interest  
and then to principal. The purchasers reserve the right to pay additional sums  
on the unpaid principal on any annual date of this contract commencing with the  
date of July 1, 1973.

The purchaser may enter into possession July 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  
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 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.

Donald G. Haley (Seal)

Jessie Faye Haley (Seal)

Henry F. Nichols (Seal)

Dean P. Nichols (Seal)



STATE OF WASHINGTON, OREGON

County of Linn ss.

On this day personally appeared before me

DONALD G. HALEY and JESSIE FAYE HALEY, husband and wife,

to me known to be the individual s described in and who executed the within and 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 this

day of

Ruth A. Williams

Notary Public in and for the State of Washington, Oregon  
residing at

My commission expires 11-7-73

74966

**Transamerica Title Insurance Co**



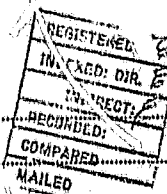
A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....



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

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF THE WITHIN NAMED BY

Donald G. Haley and Jessie Faye Haley

DE Transamerica Title Insurance Co

ON 2:15 A. July 10, 1972

AS RECORDED IN BOOK 64

OF Records AT PAGE 234

RECORDS OF SKAMANIA COUNTY, WASH.

Notary Public

COUNTY OF SKAMANIA

7/10/72



NOTE: 4/28/23

SCHEDULE A

The sellers agree to sell to the purchasers, and the purchasers agree to purchase of the sellers the following described real estate with the appurtenances, situate in Skamania County, State of Washington:

PARCEL NO. 1

The East Half of the East Half of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$  E $\frac{1}{2}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 28, Township 2 North, Range 6 E. W. M., EXCEPT the north 924 feet thereof;

ALSO: That portion of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of the said Section 28, described as follows: Beginning at a point 99 feet west of the southeast corner of said Section 28; thence north 660 feet; thence west 330 feet; thence south 660 feet; thence east 330 feet to the point of beginning;

TOGETHER WITH an easement for a road 30 feet in width over and across the existing right of way connecting with the county road known and designated as Maple Flat Road.

PARCEL NO. 2

That portion of the West Half of the East Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$  E $\frac{1}{2}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 28, Township 2 North, Range 6 E. W. M., lying southeasterly of the centerline of the easement for a natural gas pipeline granted to Pacific Northwest Pipeline Corporation; and

The West Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$ ); and the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$ ); and the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ ); of Section 33, Township 2 North, Range 6 E. W. M.; EXCEPT that portion thereof lying westerly of County Road No. 1011 designated as Duncan Creek Road; AND EXCEPT that portion thereof lying northwesterly of the centerline of the aforesaid easement granted to Pacific Northwest Pipeline Corporation.

SELLERS

Donald G. Haley  
DONALD G. HALEY  
Jessie Faye Haley  
JESSIE FAYE HALEY

PURCHASERS

Larry J. Nichols  
LARRY J. NICHOLS  
Diane P. Nichols  
DIANE P. NICHOLS