

75394

REAL ESTATE CONTRACT

For Unimproved Property

BOOK 64 PAGE 589

THIS CONTRACT, made this 17 day of September, 1972 between
 CHARLES F. WALLACE and CORRINE J. WALLACE, husband and
 wife, hereinafter called the "seller" and
 LVELLE SHORT, unmarried 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:

Lot 3 of WASHOUGAL SUMMER HOME TRACTS in the Southwest Quarter
 of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 31, Township 2
 North, Range 5, East of the Willamette Meridian, according to
 the official plat thereof on file and of record at page 78 of
 Book A of Plats, records of Skamania County, Washington.

Free of incumbrances, except:

On the following terms and conditions: The purchase price is Nine thousand, five hundred
and no/100 - - - - - (\$ 9,500.00) dollars, of which
Fifteen hundred and no/100 - - - - - (\$ 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: Balance of \$8,000.00 with interest at 7% payable
 at the rate of not less than \$100.00 per month, including interest
 on the 1st day of November, 1972, and like payments of not less than
 \$100.00, including interest, on the 1st day of each month thereafter
 until the balance of principal and interest has been paid in full.
 Out of the payments made each month first shall be deducted
 the interest, and the balance applied to principal,
 Purchaser may make larger additional payments at any time.

It is agreed between the parties that purchaser shall not cut any
 timber on the above described premises, except timber necessary to
 construct and/or improve roadway and to improve the property
 immediately abutting upon the river.

No. 1615
 TRANSACTION EXCISE TAX

OCT 16 1972

Handwritten signatures and stamps

The purchaser may enter into possession upon execution of contract.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

