

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 10th day of October, 1972, between
 LYLE W. TERNAHAN and ELENA M. TERNAHAN,
 husband and wife, hereinafter called the "seller" and
 THOMAS RAYMOND CRUM and BETTY T. CRUM,
 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:

A tract of land located in the Southwest Quarter of the Southeast Quarter
 (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E. W. M., described
 as follows:

Beginning at the intersection of the west line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
 the said Section 20 with the center line of County Road No. 3041 desig-
 nated as the Cook-Underwood Road; thence in a northeasterly direction
 following the center line of said Cook-Underwood Road to its intersec-
 tion with County Road No. 3130 designated as the Kollock-Knapp Road;
~~XXXXXXXXXXXXXXXX~~ thence in a westerly direction following the cen-
 ter line of said Kollock-Knapp Road to its intersection with the west
 line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 20; thence south along
 said west line to the point of beginning.

SUBJECT TO easements and rights of way for County Road No. 3041 designated
 as the Cook-Underwood Road and for County Road No. 3130 designated as the
 Kollock-Knapp Road.

On the following terms and conditions: The purchase price is Nine Thousand and no/100ths -
 - - - - - (\$ 9,000.00) dollars, of which
 Six Hundred and no/100ths - - - - - (\$ 600.00) 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
 Eight Thousand Four Hundred and no/100ths (\$8,400.00) Dollars in monthly in-
 stallments of Fifty and no/100ths (\$50.00) Dollars, or more, commencing on
 the 10th day of November, 1972, and on the 10th day of each and every month
 thereafter until the full amount of the purchase price together with interest
 shall have been paid. The said monthly installments shall include interest
 at the rate of six per-cent (6%) per annum computed upon the monthly balances
 of the unpaid purchase price, and shall be applied first to interest and then
 to principal. The purchasers reserve the right at any time they are not in
 default under the terms and conditions of this contract to pay without penalty
 any part or all of the unpaid purchase price, plus interest then due.

1649

No. 1649 Title to the above described real property is subject
 TRANSACTION EXCISE TAX to an easement and right of way forty feet in width
 for road and utility purposes granted to George M.
 Baker.

NOV 8 1972

Amount Paid 9000
 Michael S. O'Connell
 Skamania County Treasurer
 by *[Signature]*

The purchaser may enter into possession October 10, 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.

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 hereto, 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.

Lyle W. Ternahan (Seal)
Elena M. Ternahan (Seal)
Thomas R. Rummel (Seal)
Edy J. Rummel (Seal)



STATE OF WASHINGTON,

County of Skamania

} ss.

On this day personally appeared before me

LYLE W. TERNAHAN and ELENA M. TERNAHAN,
 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

Robert J. Salomon
 Notary Public in and for the State of Washington,
 residing at Stevenson therein.

75482

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

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

REGISTERED	<u>6</u>
INDEXED: DIR	<u>6</u>
INDIRECT	<u>6</u>
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON COUNTY OF SKAMANIA	
RECORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>R. J. Salomon</u>	
OF <u>Stevenson, Wa</u>	
AT <u>8:45 A.M. Dec 8</u> 19 <u>72</u>	
WAS RECORDED IN BOOK <u>64</u>	
OF <u>Acad</u> AT PAGE <u>668</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Ed J. Rummel</u>	
COUNTY AUDITOR	
BY <u>E. J. Rummel</u>	