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BOOK 64 PAGE 902

REAL ESTATE CONTRACT For Unimproved Property

THIS CONTRACT, made this 10th day of January, 1973, between
JERRY L. RANDALL and LOU ANN RANDALL,
husband and wife, hereinafter called the "seller" and
HENRY LAUTERBACH and FAYE A. LAUTERBACH,
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:

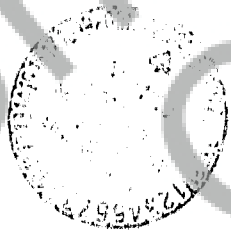
A tract of land located in the B. B. Bishop D. L. C. No. 39
as more particularly described on Schedule A attached hereto.

Free of incumbrances, except. General taxes for 1973.

No. 1759
TRANSACTION EXCISE TAX
JAN 24 1973
Amount Paid \$150.00
Richard D. DeWald
Skamania County Treasurer
By *[Signature]*

On the following terms and conditions: The purchase price is Fifteen Thousand and no/100ths
Four Thousand and no/100ths (\$ 15,000.00) dollars, of which
(\$ 4,000.00) 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 Eleven Thousand and no/100ths (\$11,000.00) dollars as fol-
lows: The sum of Five Thousand and no/100ths (\$5,000.00) Dollars on and
no sooner than January 10, 1974; and the remaining balance amounting to
Six Thousand and no/100ths (\$6,000.00) Dollars on and no sooner than Jan-
uary 10, 1975. The unpaid purchase price shall bear no interest.



The purchaser may enter into possession January 10, 1973.

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 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 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.

Jerry L. Randall (Seal)
Lou Ann Randall (Seal)
Henry Lauterbach (Seal)
Joseph Lauterbach (Seal)

STATE OF WASHINGTON,
County of Skamania

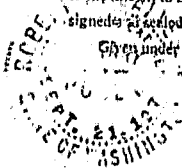
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 23rd day of January, 1973

personally appeared before me JERRY L. RANDALL and LOU ANN RANDALL, husband and wife

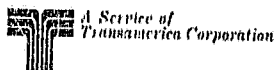
to me known, to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington,
residing at Stevenson, therein 75723



Transamerica Title Insurance Co



Filed for Record at Request of

Name
Address
City and State

INDEXED
SERIALIZED
RECORDED
COMPLETED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED BY
STEVANSON, WA
JAN 24 1973
RECORDED IN BOOK 64
PAGE 902

Real Estate Contract dated January 10, 1973,
between JERRY L. RANDALL and LOU ANN RANDALL,
husband and wife, as sellers and HENRY LAUTER-
BACH and FAYE A. LAUTERBACH, husband and wife,
as purchasers.

SCHEDULE "A"

A parcel of land in the B. B. Bishop D. L. C. No. 39 in Section 21, Township 2 North, Range 7 E. W. M., described as follows:

Beginning at the intersection of the southwesterly limit of the B. B. Bishop D. L. C. No. 39 in Sections 20 and 21, Township 2 North, Range 7 E. W. M., with the meander line on the north bank of the Columbia River; thence along the southwesterly limit of the B. B. Bishop D. L. C. 969.91 feet to the intersection of said limit with the southerly line of that certain tract of land described in Parcel "A" in that certain deed from Frank M. Warren and wife, George A. Warren, Anna Grace Munro and husband, and Frances W. Holt and husband, to the USA, recorded on June 13, 1934, in Book "X" at page 535 of the deed records of Skamania County, Washington; thence north $61^{\circ} 10'$ east 702.79 feet following the southerly line of said tract so conveyed to the USA to a point where said southerly line of such tract is intersected by a line drawn parallel to said southwesterly limit of said B. B. Bishop D. L. C., and 675 feet northeasterly therefrom measured at right angles thereto; thence south 45° east along said line which is 675 feet distant northeasterly from the southwesterly line of said Bishop D. L. C. 300 feet to the initial point of the tract hereby described; thence south 45° east along said line to the ordinary low water line on the northerly bank of the Columbia River; thence upstream along the ordinary low water line on the low water line on the northerly bank of the Columbia River a distance of 100 feet; thence north 45° west to a point north $61^{\circ} 10'$ east from the initial point; thence south $61^{\circ} 10'$ west to the initial point;

TOGETHER WITH an easement and right of way over and across the existing access road leading in a northeasterly direction from the above described tract to the Spokane, Portland and Seattle Railway Company underpass and State Road 14; and

TOGETHER WITH an easement and right of way for a water pipeline not exceeding one inch (1") in diameter leading to an existing well and the right to draw water therefrom in common with the sellers in accordance with the terms and conditions of an easement and right of way dated May 17, 1972, and recorded May 17, 1972, at page 126 of Book 64 of Deeds, under Auditor's File No. 74793, records of Skamania County, Washington.

Jerry L. Randall
Lou Ann Randall
Henry Lauterbach
Faye A. Lauterbach