

# 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  
 H. B. B. Bishop  
 Skamania County Treasurer  
 By T. B. B. Bishop

On the following terms and conditions: The purchase price is Fifteen Thousand and no/100ths  
 amounting to Eleven Thousand and no/100ths (\$11,000.00) dollars, of which  
 Four Thousand and no/100ths (\$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 or 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)  
Jacques Lauterbach (Seal)

STATE OF WASHINGTON,  
 County of Skamania ss.

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

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.

Shirley J. Salmon  
 Notary Public in and for the state of Washington,  
 residing at Stevenson, there in

75725

# Transamerica Title Insurance Co

 A Service of  
 Transamerica Corporation

Filed for Record at Request of

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

RECEIVED  
 INDEXED  
 SERIALIZED  
 RECORDED  
 COMPLETED  
 MAILED

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED BY <u>G. J. Salmon</u>	
ON <u>23</u> JAN <u>24</u> 1973	
GAS RECORDED IN BOOK <u>68</u>	
PAGE <u>442</u> OF <u>902</u>	
RECORDED IN COUNTY OF <u>SKAMANIA</u>	
<u>ESP. MAIL</u>	
<u>E. Salmon</u>	

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  $45^{\circ}$  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  $45^{\circ}$  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  $45^{\circ}$  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