

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 9th day of March, 1973, between ELLEN HOLLIS AALVIK, hereinafter called the "seller" and GEORGE D. DeGROOTE and GLORIA Z. DeGROOTE, hereinafter called the "purchaser," husband and wife,

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:

The South Half of the Southeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, Township 3 North, Range 8 E. W. M.; EXCEPT one square acre in the southeast corner thereof in use as a cemetery; AND EXCEPT one acre conveyed to Alden H. Bligh by deed recorded at page 301 of Book 53 of Deeds, Records of Skamania County, Washington; AND EXCEPT two acres conveyed to Thomas D. Green by deed recorded at page 302 of Book 53 of Deeds, Records of Skamania County, Washington.

Free of incumbrances, except:

Easements and rights of way for public roads and subject to general taxes for the second half of 1973.

No. 1812
TRANSACTION EXCISE TAX
MAR 13 1973
Amount Paid \$240.00
William D. Donnell
Skamania County Treasurer
By Beverly J. Smith for Reg

On the following terms and conditions: The purchase price is Twenty-Four Thousand and no/100 -
- - - - - (\$ 24,000.00) dollars, of which
One Thousand Five Hundred and no/100ths - - - - - (\$ 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:

The purchasers agree to pay the remaining balance of the purchase price amounting to Twenty-two Thousand Five Hundred and no/100ths (\$22,500.00) dollars in annual installments of not less than Seven Thousand Five Hundred and no/100 (\$7,500.00) dollars commencing on the 15th day of March, 1974, and thereafter on the 15th day of March, 1975, and on the 15th day of March, 1976. The unpaid purchase price shall bear interest at the rate of seven per-cent (7%) per annum computed upon the diminishing principal basis and payable on or before the installment dates aforesaid.

The purchasers agree to plat the above described real property into not less than forty (40) building lots and pay for all costs thereof, including land surveying, public water installation, road construction, and any other costs incurred by the Skamania County Planning Commission. It is agreed that the purchasers shall have the right to acquire title to any platted lot on payment to the seller of Seven Hundred Fifty and no/100ths (\$750.00) dollars, such conveyance to be in partial fulfillment of this contract.

Seller agrees to join in the dedication of any plat accepted by the Skamania County Planning Commission.

The purchaser may enter into possession March 9, 1973.

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.

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.

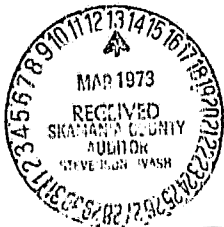
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy ~~which shall be a standard form~~ at time of platting, or thereafter at purchaser's option insuring the title to said property with liability the same as the above purchase price, free from incumbrances 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.

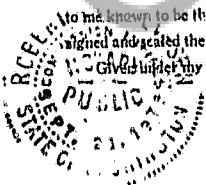
Ellen Hollis Aalvik (Seal)
Gloria T. De Traste (Seal)
 (Seal)
 (Seal)



STATE OF WASHINGTON,
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 13th day of March, 1973, ELLEN HOLLIS AALVIK personally appeared before me.

known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.



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

75084

Transamerica Title Insurance Co

TF A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

INDEXED: DIR. <u>E</u>
INDIRECT <u>E</u>
RECORDED: <u>E</u>
COMPARED <u>E</u>
MAILED <u>E</u>

STATE OF WASHINGTON COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF INTENT, FILED BY <u>R. J. Salveen</u> OF <u>Stevenson, WA</u> AT <u>11:58 A.M. Mar 13 1973</u> WAS RECORDED IN BOOK <u>65</u> OF <u>Rec'd</u> AT PAGE <u>156</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>SLP 1000</u> COUNTY CLERK <u>E. Maynard</u>