

REAL ESTATE CONTRACT

For Improvement Property

THIS CONTRACT, made this 1st day of May, 1973, between

**FRANCIS D. DAILEY and EUMERGIA B. A. DAILEY,** hereinafter called the "Seller," and  
husband and wife,

**DOUGLAS E. HOLBROOK and ANITA L. HOLBROOK,**

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 Southeast Quarter of the Southeast Quarter of the Northwest Quarter  
(SE $\frac{1}{4}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 20, Township 3 North, Range 10 E. W. M.; EXCEPT  
the east 20 rods thereof; AND EXCEPT that portion thereof lying northerly  
of County Road No. 92 designated as the Collins-Knapp Road;

ALSO: The East Half of the Northeast Quarter of the Southwest Quarter  
(E $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 20, Township 3 North, Range 10 E. W. M.; EXCEPT  
the east 20 rods thereof; AND EXCEPT the south 255 feet thereof.

Fees of incumbrances, except: Easements and rights of way for the Collins-Knapp Road.

TOGETHER WITH an easement and right of way for a water pipeline and other  
utilities over and across the west 5 feet of the south 255 feet of the E $\frac{1}{2}$   
of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 20, and over and across the west  
5 feet of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 20, lying  
northerly of County Road No. 130 designated as the Kollock Road.

On the following terms and conditions: The purchase price is **Ten Thousand and no/100ths** - - - - - (\$ 10,000.00) dollars, of which  
**Five Thousand and no/100ths** - - - - - (\$ 5,000.00) 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 purchaser agrees to pay the balance of the purchase price in the sum of  
**Five Thousand and no/100ths** (\$5,000.00) Dollars in monthly installments of  
One Hundred Twenty-five and no/100ths (\$125.00) Dollars, or more, commencing  
on the 5th day of June, 1973, and on the 5th 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 seven per cent (7%) per annum computed upon the monthly bal-  
ances 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.

General taxes for 1973 shall be pro-rated between the parties as  
of May 1, 1973.

**1969**

**TRANSACTION EXEMPT TAX**

**MAY 1, 1973**

Amount Paid **\$100.00**

**Method of Payment**

The purchaser may enter into possession **May 1, 1973.**

The property has been carefully inspected by the purchaser, and no agreements or representations, written or otherwise, concerning the title or condition of the property, have been made, save such as are stated herein. By Francis D. Dailey, Eumergia B. A. Dailey.

The purchaser agrees to pay before delinquency all taxes and assessments assessed 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 securing such money.

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 his contract.

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

deliver to the purchaser a title insurance policy which may have been conducted, free of encumbrances except those above mentioned, and any loss may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchase 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 items 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 any provision or 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.

*Marcia S. Datley* (Seal)  
*Euphrasina P. C. Dailey* (Seal)  
*Francis J. Datley* (Seal)  
*Amy L. Dailey* (Seal)

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITNESS  
INSTRUMENT OF WRITING FILED BY

REGISTERED P  
INDEXED: DIR. P  
INDIRECT P  
RECORDED:  
COMPARED  
MAILED

OF \_\_\_\_\_  
AT \_\_\_\_\_ M. 19\_\_\_\_\_  
WAS RECORDED IN BOOK \_\_\_\_\_  
OF \_\_\_\_\_ AT PAGE \_\_\_\_\_  
RECORDS OF SKAMANIA COUNTY, WASH.

COMMITTEE ON TITLE

STATE OF WASHINGTON, }  
County of Skamania }

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 1st day

May, 1973, personally appeared before me,

FRANCIS J. DATLEY and EUPHRASINA P. A. DAILEY, husband and wife,

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

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

*Chet S. Salter*  
Notary Public in and for the state of Washington

Residing at Stevenson, Wash., Inc.

TRANSAMERICA TITLE  
INSURANCE COMPANY OF WASHINGTON

INDEXED: DIR. P  
INDIRECT P  
RECORDED:  
COMPARED  
MAILED

Filed for Record at Request of

Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

CHARTERED 1911  
CIVIL & COMMERCIAL ORDERS USA  
CIVIL & COMMERCIAL ORDERS USA

I HEREBY CERTIFY THAT THE WITNESS  
INSTRUMENT OF WRITING FILED BY

*Chet S. Salter*  
OF Stevenson, Wash.  
AT 1:00 P.M. May 1, 1973  
WAS RECORDED IN BOOK \_\_\_\_\_  
OF \_\_\_\_\_ AT PAGE \_\_\_\_\_  
RECORDS OF SKAMANIA COUNTY, WASH.

*Chet S. Salter*  
COMMITTEE ON TITLE