

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of May, 1973 between

WILLIAM ASHBAUGH, a single man

hereinafter called the "seller" and

JACK B. HARMON and MARGARET M. HARMON,  
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 Southeast Quarter of the Northwest Quarter  
(SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 5 E. W. M., described as  
follows:

Beginning at the northwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Sec-  
tion 34; thence along the west line of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said  
Section 34 south 270 feet to the initial point of the tract hereby de-  
scribed; thence south 130 feet along the west line aforesaid to a point  
on the north line of that tract of land acquired by Herbert Kiors and Vera  
E. Kiors, husband and wife, and as more particularly described in a bound-  
ary line agreement dated May 6, 1965, and recorded at page 204 of Book 54

of Deeds, Records of Skamania County, Washington; thence east along the  
north line aforesaid to the center of the channel of the Washougal River;  
thence in a northerly direction following the center of the channel of  
the Washougal River to a point east of the initial point; thence west to  
the initial point.

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Free of incumbrances, except:

NO EXCEPTIONS

On the following terms and conditions: The purchase price is  
 Seven Thousand Six Hundred Fifty and no/100-----(\$7,650.00) dollars, of which  
 Three Thousand and no/100-----(\$3,000.00) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

One Hundred and no/100-----(\$100.00) Dollars,  
 or more at purchaser's option, on or before the 25 day of June 1973  
 and One Hundred and no/100-----(\$100.00) Dollars,  
 or more at purchaser's option, on or before the 25 day of each then succeeding  
 calendar month until the balance of said purchase price shall have been fully  
 paid. The purchaser further agrees to pay interest on the balance of said pur-  
 chase price and the diminishing amounts thereof at the rate of 8 per cent per  
 annum from the 25 day of May 1973, which interest shall be deducted  
 from each monthly installment and the balance of each installment applied in re-  
 duction of principal. All payments to be made hereunder shall be made at

Peoples National Bank, 109 E. 13, Vancouver, WA

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 obligations, 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 principal balance on any of the seller's obligations under  
 this contract, shall not exceed the principal balance of this contract due by the purchasers.

SAID REAL ESTATE,  
 (R. H. G. B.) 7/1/74

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be  
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by  
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and  
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation  
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises  
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller  
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the  
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the  
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;  
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;  
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-  
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller  
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid  
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the  
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

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### Statutory Warranty

deed to the property.

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