

76204

BOOK 25 PAGE 343

No. 1846
TRANSACTION EXCISE TAX

APR 10 1973

REAL ESTATE CONTRACT

FOR AND IN CONSIDERATION of the premises hereinafter set out, Donald E. Eby, Daniel M. Haysen and Richard M. Haysen, co-partners, all of Vancouver, Washington, hereinafter called the seller, agree to sell, and Remy W. Ehlsher of 3615 S. E. Belmont St., Portland, Oregon, hereinafter called the buyer,

agrees to buy the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

A parcel of land in the N1/2 of the NW1/4 of Section 32, T. 2N., R. 5E., W.M. lying East of Skye-Bear Prairie Skamania County Road, more particularly described as follows:

The point of beginning is a point on the South line of Section 29, T. 2N., R. 5E., W.M., 1280 feet East of the SE corner of said Section; from said point thence South 41° 01' East a distance of 90 feet; thence on an arc to the right on a radius of 280 feet a distance of 163.71 feet; thence South 7° 31' East a distance of 309.00 feet; thence along an arc to the right on a radius of 261.00 feet a distance of 377.33 feet, more or less, to a point on the East Right-of-Way line of Skye-Bear Prairie County Road; thence northerly along said East Right-of-Way line a distance of 870 feet, more or less, to a point on the South

for the sum of One Thousand Five Hundred Dollars (\$1,500.00) Dollars, Five Hundred Dollars (\$500.00) Dollars, of which is to be paid on signing of this agreement, the receipt of which is hereby acknowledged:

line of said Section 29; thence along the South line of said Section a distance of 220 feet, to the point of beginning; said parcel including 3.1 Acres, more or less.

Reserving to the Sellers', their heirs and assigns a non-exclusive easement for roadway and utility purposes over the above described property. RWF, 1973

and the balance of One Thousand Dollars (\$1,000.00) Dollars, with interest at the rate of 8 per cent, per annum, as follows: Beginning on the 1st day of March, 1973, and on the same day in each and every month thereafter the sum of \$83.33, or more including interest on principal remaining unpaid on said day, and the balance on Feb. 1, 1974; the equal monthly payments with interest being \$86.84 regardless of loss, destruction or damage to any of the improvements thereon.

And the Sellers agree to permit trimming of trees and brush along the East shoulder of Skye-Bear Prairie Road, South of the road entry to be constructed by the Buyer, to provide safe sight distance for ingress and egress from said road entry as may be required and approved by the Skamania County Road Department.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements therein/improved against loss by fire in a suitable insurance company, to the amount of \$_____ with fire payable to seller and buyer, of their interest apiece, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, as if such notice to vacate shall be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

When the vendor, has fulfilled all the conditions of this contract a good and sufficient Warranty Deed shall be executed on the part of the vendor, S, and a complete abstract of title to said property, or at the option of the vendor, S, a contract of title insurance by a responsible title insurance company in favor of the vendee, shall be procured at the expense of the vendor, S, and delivered to the vendee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 12th day of February, 1973

Witnesses:

Charles A. Hall
Sally A. Rogers

Donald E. Eby
Daniel M. Haysen
Richard M. Haysen
Remy W. Ehlsher
Bert J. Fitch

Seller.

Buyer.

