

FORM 406

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 6<sup>th</sup> day of July, 1973, betweenRoyal A. Ivory and B. Harriet Ivory,  
husband and wife,

hereinafter called the "seller" and

Leroy Goldsmith, and Yvonne J. Goldsmith,  
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 Shamania County, Washington: The South Half of the Northeast Quarter of the Southeast Quarter (S1/2 NE1/4 SE1/4); and that portion of the North Half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) lying southerly of County Road No. 1112 designated as the Maybee Mines Road, in Section 34, Township 2 North, Range 5 E. W. 4.

Free of encumbrances, except: Easements and Restrictions of record.

2076

No. 2076  
TRANSACTION EXCISE TAX

AUG 10 1973

Amount Paid \$17,500.00Shamania County TreasurerBy John J. Thompson

On the following terms and conditions: The purchase price is seventeen thousand five hundred and no/100 (\$17,500.00) Dollars, of which Two Thousand (\$2,000.00) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Two Thousand and no 1/100 (\$2,000) Dollars upon the purchaser's sale of their house on "K" Street in Washougal, Washington, or ninety days (90) from June 30, 1973, whichever comes first. The balance of Thirteen Thousand Five Hundred and no/100 (\$13,500) Dollars shall be paid in Monthly installments of \$125.00, which includes interest on the unpaid balance at 8% per annum. Larger payments or full payment may be paid at any time without penalty. The first Monthly installment payment shall be paid on August 1, 1973, and a like sum of \$125.00, which includes interest on the unpaid balance at 8%, shall be paid on the first day of each and every month thereafter until five (5) years from this date when full payment of the unpaid balance and interest to date shall be paid in full.

Deed releases of not less than five acres at any one time will be issued by the sellers for an additional payment of Seven Hundred (\$700.00) Dollars per acre. This amount to be applied to reduction of the unpaid balance of the contract.

No timber shall be cut for sale until one third of the purchase price has been paid.

The purchaser may enter into possession

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

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.

Royal A. Ivory (Seal)  
B. Harriet Ivory (Seal)  
Leroy Goldsmith (Seal)  
Ivonne J. Goldsmith (Seal)

STATE OF WASHINGTON,  
 County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6th day of July, 1977, Royal A. Ivory and B. Harriet Ivory and Leroy Goldsmith and Ivonne J. Goldsmith personally appeared before me.

known to be the individual described in and who executed the foregoing Instrument, and acknowledged that they 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.

Roni P. Arate  
 Notary Public in and for the state of Washington  
Washington, Washington

My commission expires May 1, 1977

76472

## Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation

Filed for Record at Request of

Name B. Harriet Ivory

Address 1345 E. 101st Ave.

City and State Bellevue, Wash.

REGISTERED	<u>P</u>
INDEXED: DIR.	<u>P</u>
INDEXED: P	<u>P</u>
RECORDED	
COMPARSED	
MAILED	

STATE OF WASHINGTON	
THIS SPACE RESERVED FOR RECORDER'S USE	
INSTRUMENT OF RECORDATION BY	
<u>B. Harriet Ivory</u>	
<u>1345 E. 101st Ave.</u>	
<u>Bellevue, Wash.</u>	
AT <u>2:45 P.M. Aug 12, 1977</u>	
WAS RECORDED IN BOOK <u>65</u>	
OF <u>112</u> AT <u>12:00:00</u>	
RECORDS OF CLATSOP COUNTY, WASH.	
<u>HP Todd</u>	
COUNTY AUDITOR	
<u>P. H. Todd</u>	
CLATSOP COUNTY	