

76488

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 25th day of July, 1973, between

EDWARD E. WILLARD and JANERA K. WILLARD, hereinafter called the "seller" and

WALTER W. STRODE and PATRICIA A. STRODE, hereinafter called the "purchaser,"

husband and wife, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County,

Washington:

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of Book J of Miscellaneous Records under Auditor's File No. 76656, Records of Skamania County, Washington, said real property being a portion of the West Half of the North-west Quarter (W/2 NW/4) of Section 23, Township 2 North, Range 6 E. W. M., and more particularly described on Schedule "A" attached hereto.

Free of incumbrances, except: Easements of record including right of way for Road "A" for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesaid, and by description thereof at page 358 of Book J of Miscellaneous Records, Skamania County, Washington.

On the following terms and conditions: The purchase price is Two Thousand Eight Hundred and no/100ths - - - - - (\$ 2,800.00) dollars, of which Two Hundred and no/100ths - - - - - (\$ 200.00) 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 agree to pay the remaining balance of the purchase price in the sum of Two Thousand Six Hundred and no/100ths (\$2,600.00) Dollars in monthly installments of Fifty and no/100ths (\$50.00) Dollars, or more, commencing on the 25th day of August, 1973, and on the 25th 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 balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser's 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.

2086

TRANSACTION EXCISE TAX

AUG 17 1973

Amount Paid \$200.00

Received by

Skamania County Treasurer

By [Signature]



The purchaser may enter into possession July 25, 1973.

The property has been carefully inspected by the purchaser, and no agreements or reservations pertaining hereto, 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 now being due the seller under this contract.

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

EXHIBIT "A"

PARCEL NO. 2

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of Book J of Miscellaneous records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West Half of the Northwest Quarter (W/2 NW/4) of Section 23, Township 2 North, Range 6 E. W. M., and more particularly described as follows:

Beginning at the northwest corner of said Tract No. 10, said northwest corner being north 00° 36' 09" west 1,595.43 feet and south 89° 23' 51" east 659.33 feet from the northwest corner of the said NW/4 of Section 23 as measured along the said west line of the NW/4 and at a right angle from said west line; thence south 88° 44' 00" east along the north line of said Tract No. 10 300 feet; thence south 09° 36' 09" west 377.98 feet to the west line of said Tract No. 10; thence south 37° 04' 33" east 67.61 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 111.75 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 230.38 feet; thence south 32° 28' 16" east 146.72 feet to the true point of beginning; thence continuing south 32° 28' 16" east 135.64 feet to a 40.45 foot radius curve to the right; thence along said 40.45 foot radius curve 177.07 feet; thence south 07° 13' 57" east 41.51 feet to a 306.24 foot radius curve to the left; thence along said 306.24 foot radius curve 116.78 feet; thence south 59° 18' 06" east 121.35 feet to a 218.57 foot radius curve to the right; thence along said 218.57 foot radius curve 153.12 feet; thence south 00° 34' 22" west 6.28 feet to a 50 foot radius curve to the left; thence along said 50 foot radius curve 19.56 feet; thence south 21° 51' 47" east 194 feet, more or less, to the south line of said W/2 of the NW/4 of section 23; thence east to the east line of said W/2; thence north along said east line 94 feet, more or less, to a point which bears south 00° 00' 00" east of the true point of beginning; thence north 80° 04' 11" west 116 feet, more or less, to the true point of beginning. Containing 1.22 acres, more or less.

[Handwritten signatures and names]

REAL ESTATE CONTRACT DATED JULY 15, 1973.
EDWARD W. WILLARD and SARAH H. WILLARD, husband and wife, Sellers,
ARTHUR H. STAUDE and PATRICIA W. STAUDE, husband and wife, Purchasers,

REAL ESTATE CONTRACT

For Unimproved Property

This CONTRACT, made this 25th day of July, 1973, between

ROBERT S. WILLARD and SANDRA K. WILLARD, hereinafter called the "seller," and STEVEN H. STROBE and PATRICIA A. STROBE, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the following described real estate with the appurtenances, situate in Skamania County,

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of Book J of Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington, said real property being a portion of the West Half of the Northwest Quarter (1/2 NW 1/4) of Section 33, Township 2 North, Range 6 E. W. M., and more particularly described on Schedule "A" attached hereto.

Free of incumbrances, except: Easements of record including right of way for Road "A" for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesaid, and by description thereof at page 358 of Book J of Miscellaneous Records, Skamania County, Washington.

On the following terms and conditions: The purchase price is Two Thousand Eight Hundred and no/100ths - - - - - (\$ 2,800.00) dollars, of which Two Hundred and no/100ths - - - - - (\$ 200.00) 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 agree to pay the remaining balance of the purchase price in the sum of Two Thousand Six Hundred and no/100ths (\$2,600.00) Dollars in monthly installments of Fifty and no/100ths (\$50.00) Dollars, or more, commencing on the 25th day of August, 1973, and on the 25th 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 balances 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, with interest then due.

2086 TRANSACTION EXCISE TAX

AUG 17 1973

Amount Paid \$208.60
Skamania County Treasurer
By [Signature]



The purchaser may enter into possession July 25, 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 accrued 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, less 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 the purchase price in full 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 of 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.

Arthur H. Spaulding (Seal)
Edward R. Willard (Seal)
Sandra K. Willard (Seal)

STATE OF WASHINGTON,

County of Skamania

} ss.

On this day personally appeared before me

EDWARD R. WILLARD and SANDRA K. WILLARD, husband and wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes therein mentioned.

GIVEN under my hand and official seal this 16th

day of August, 1973.

Robert J. Salveron

Notary Public in and for the State of Washington, residing at Stevenson therein.

76488

Transamerica Title Insurance Co



A Service of Transamerica Corporation

Filed for Record at Request of

Name
Address
City and State

SEARCHED
INDEXED
SERIALIZED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE
INDEXED
FILED BY
Robert J. Salveron
Stevenson, Wash.
Aug 17 1973
COUNTY AUDITOR
P. Patrick

EXHIBIT 'A'

PARCEL NO. 10

A portion of Tract No. 10 of COLUMBIA WYER STATES as more particularly shown on a survey thereof recorded at page 354 of Book J of Miscellaneous records under Auditor's File No. 7,616, Records of Skamania County, Washington; said real property being a portion of the west Half of the North-west Quarter (W/4 NW/4) of Section 21, Township 2 North, Range 6 E. W. N., and more particularly described as follows:

Beginning at the northwest corner of said Tract No. 10, said northwest corner being north 00° 36' 09" east 1,595.63 feet and south 89° 21' 21" east 559.33 feet from the southwest corner of the said NW/4 of Section 21 as measured along the said west line of the NW/4 and at a right angle from said west line; thence south 88° 54' 00" east along the north line of said Tract No. 10 300 feet; thence south 90° 36' 09" west 327.98 feet to the west line of said Tract No. 10; thence south 37° 54' 13" east 67.61 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 111.28 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 130.50 feet; thence south 37° 58' 16" east 146.72 feet to the true point of beginning; thence continuing south 37° 58' 16" west 40.66 feet to a 401.45 foot radius curve to the right; thence along said 401.45 foot radius curve 177.47 feet; thence south 37° 11' 57" east 41.51 feet to a 106.25 foot radius curve to the left; thence along said 106.25 foot radius curve 116.78 feet; thence south 39° 38' 00" east 137.25 feet to a 218.37 foot radius curve to the right; thence along said 218.37 foot radius curve 151.39 feet; thence south 00° 36' 09" west 21.55 feet to a 21 foot radius curve to the left; thence along said 21 foot radius curve 19.53 feet; thence south 21° 51' 47" east 18 feet, more or less, to the south line of said W/4 of the NW/4 of Section 21; thence east to the east line of said W/4; thence north along said east line 22 feet, more or less, to a point which bears south 89° 21' 21" east of the true point of beginning; thence north 89° 21' 21" west 142 feet, more or less, to the true point of beginning, containing 1.15 acres, more or less.

[Handwritten signatures and names]

REAL ESTATE CONTRACT DATED JULY 25, 1973.

EDWARD H. WILLARD and SANDRA E. WILLARD, husband and wife, Sellers.

ARTHUR H. STUBB and PATRICIA A. STUBB, husband and wife, Purchasers.

EXHIBIT "A"

PARCEL NO. 10

A portion of Tract No. 10 of COLUMBIA RIVER, WASH. STATE as more particularly shown on a survey thereof recorded at page 254 of Book J of Miscellaneous Records under Auditor's File No. 75696, Records of Skamania County, Washington, said parcel property being a portion of the West Half of the North West Quarter (NW 1/4) of Section 23, Township 2 North, Range 6 E. W. N., and more particularly described as follows:

Beginning at the northwest corner of said Tract No. 10, said northwest corner being north 00° 36' 09" east 595.43 feet and south 89° 23' 51" east 659.73 feet from the southwest corner of the said NW 1/4 of Section 23, as measured along the said west line of the NW 1/4, and at a right angle from said west line; thence south 29° 54' 07" east along the north line of said tract 327.98 feet; thence south 00° 36' 09" west 327.98 feet to the west line of said Tract No. 10; thence south 37° 54' 33" east 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 121.05 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence south 32° 28' 16" east 246.78 feet to the true point of beginning; thence continuing south 31° 38' 16" east 45.64 feet to a 401.45 foot radius curve to the right; thence along said 401.45 foot radius curve 177.07 feet; thence south 07° 11' 57" east 61.21 feet to a 205.28 foot radius curve to the left; thence along said 205.28 foot radius curve 116.78 feet; thence south 39° 36' 04" east 121.56 feet to a 218.57 foot radius curve to the right; thence along said 218.57 foot radius curve 153.32 feet; thence south 00° 34' 22" west 65.98 feet to a 50 foot radius curve to the left; thence along said 50 foot radius curve 19.58 feet; thence south 21° 51' 47" east 124 feet, more or less, to the south line of said NW 1/4 of the NW 1/4 of section 23; thence east to the east line of said NW 1/4; thence north along said east line 124 feet, more or less, to a point which bears south 89° 23' 51" east of the true point of beginning; thence north 89° 23' 51" west 124 feet, more or less, to the true point of beginning. Containing 1.15 acres, more or less.

[Handwritten signatures and names]

WARRANT CONTRACT MADE JULY 29, 1922

WILLIAM W. WILLARD and SARAH E. WILLARD, husband and wife, Attor.
WILLIAM W. STUBBS and PATRICIA A. STUBBS, husband and wife, Grantees.

