

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 17th day of August, 1973, between
 EDWARD R. WILLARD and SANDRA K. WILLARD,
 husband and wife, hereinafter called the "seller" and
 ARTHUR H. STRODE and PATRICIA A. STRODE,
 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:

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 North-west Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) 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 Seven Thousand and no/100ths (\$ 7,000.00) dollars, of which One Thousand and no/100ths (\$ 1,000.00) 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 purchasers agree to pay the balance of the purchase price in the sum of Six Thousand and no/100ths (\$6,000.00) Dollars in monthly installments of One Hundred and no/100ths (\$100.00) Dollars, or more, commencing on the 17th day of September, 1973, and on the 17th 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 eight per cent (8%) 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, plus interest then due.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 24th day of August, 1973.

TRANSACTION EXCISE TAX

AUG 28 1973

Amount Paid \$100.00
 Skamania County Treasurer

By _____ August 17, 1973.

The purchaser may enter into possession August 17, 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 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 deed to the property, excepting any part 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 the down payment 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.

Edward R. Willard (Seal)
 Sandra K. Willard (Seal)
 Arthur H. Harris (Seal)
 Patricia J. Stroh (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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of August, 1973.

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

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

THIS SPACE RESERVED FOR RECORDER'S USE

SCHEDULE A

PARCEL NO. B

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 (NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 6 E. W. M., and more particularly described as follows:

Beginning at the northwest corner of the said Tract No. 10, said northwest corner being north 00° 36' 09" east 1,595.43 feet and south 89° 23' 51" east 659.33 feet from the southwest corner of the said NW $\frac{1}{4}$ of Section 23 as measured along the said west line of the NW $\frac{1}{4}$ 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 to the true point of beginning; 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 21.94 feet; thence south 68° 54' 00" east 291 feet, more or less, to the east line of the said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 23; thence north along said east line 400 feet, more or less, to a point on the north line of said Tract No. 10 which bears south 88° 54' 00" east of the true point of beginning; thence north 88° 54' 00" west 343 feet, more or less, to the true point of beginning. Said tract containing 3.10 acres, more or less; and

PARCEL NO. C

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 (NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 6 E. W. M., and more particularly described as follows:

Beginning at the northwest corner of the said Tract No. 10, said northwest corner being north 00° 36' 09" east 1,595.43 feet and south 89° 23' 51" east 659.33 feet from the southwest corner of the said NW $\frac{1}{4}$ of Section 23 as measured along the said west line of the NW $\frac{1}{4}$ 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 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 21.94 feet to the true point of beginning; thence continuing along said 50.37 foot radius curve 89.32 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 146.78 feet; thence south 88° 54' 00" east 348 feet, more or less, to the east line of the said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 23; thence north along said east line 360 feet, more or less, to a point which bears south 88° 54' 00" east of the true point of beginning; thence north 88° 54' 00" west 291 feet, more or less, to the true point of beginning. Said tract containing 3.24 acres, more or less.



Edward R. Willard
Sandra K. Willard
Arthur H. Strode
Patricia A. Strode

REAL ESTATE CONTRACT DATED AUGUST 17, 1973.

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

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