

## For Unimproved Property

THOMAS R. WILLARD and SANDRA K. WILLARD,  
husband and wife,  
WALTER S. SAUNDERS and SHIRLEY J. SAUNDERS,  
husband and wife,  
WITNESSETH The seller agrees to sell to the purchaser.

husband and wife  
WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at page 364 of Book of Miscellaneous Records under Auditor's File No. 75556, Records of Skamania County, Washington said real property being a portion of the West Half of the Northwest Quarter (1/4 Sec 21) of Section 21, Township 2 North, Range 6 E. W. M., and more particularly described on Schedule "A" attached hereto.

On the following terms and conditions: The purchase price is One Thousand Three Hundred and no/100ths - - - - - (\$ 1,300.00 ) dollars, of which Three Hundred and no/100ths - - - - - (\$ 300.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

No. **2130**  
**TRANSACTION EXCISE TAX**

SEP 14 1973

Skomania County Treasurer  
By \_\_\_\_\_ The purchaser may enter into possession September 5, 1973.

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.

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 that contract.

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 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 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)  
Walter D. Saunders (Seal)  
Murphy J. Saunders (Seal)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **EDWARD R. WILLARD and SANDRA K. WILLARD,** husband and wife,

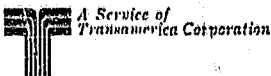
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of September, 1973.

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

76620

## Transamerica Title Insurance Co



Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	P
INDEXED	DIR P
FILED	P
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON	TA
COUNTY OF SKAMANIA	RECORDER'S USE
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Robert J. Salascent</u>	
OF <u>Stevenson, Wash</u>	
AT <u>2:15 P.M. Sept. 12, 1973</u>	
WAS RECORDED IN BOOK <u>65</u>	
OF <u>Deed</u> AT PAGE <u>709</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>HR. Radd</u>	
COUNTY AUDITOR	
<u>P. Patrick</u>	

## SCHEDULE "A"

A tract of land located in the West Half of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section 23, Township 2 North, Range 6 E. W. H., described as follows:

Beginning at the northwest corner of Tract 10 as recorded in Book "1" of Miscellaneous Records at page 364, Records of Skamania County, Washington, 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 said west line of the NW $\frac{1}{4}$  and at a right angle from said west line; thence south 98° 54' 00" east along the north line of said Tract 10 a distance of 300 feet; thence south 00° 36' 09" west 327.98 feet to the west line of said Lot 10; thence north 37° 54' 33" west 248.36 feet to a 202.11 foot radius curve to the left; thence along said 202.11 foot curve 49.75 feet; thence north 52° 00' 43" west 78.23 feet to a 180.60 foot radius curve to the right; thence along said 180.60 foot radius curve 59.45 feet; thence north 33° 08' 56" west 13.05 feet to the point of beginning. Said tract containing 1.06 acres, more or less.



Edward R. Willard  
EDWARD R. WILLARD

Sandra K. Willard  
SANDRA K. WILLARD

Walter D. Saunders  
WALTER D. SAUNDERS

Shirley J. Saunders  
SHIRLEY J. SAUNDERS

REAL ESTATE CONTRACT DATED SEPTEMBER 5, 1973

EDWARD R. WILLARD and SANDRA K. WILLARD, husband and wife, as Sellers; and  
WALTER D. SAUNDERS and SHIRLEY J. SAUNDERS, husband and wife, as purchasers.