

76746

FORM 408 - W

BOOK 65 PAGE 795

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 18th day of September, 1973 between

Julius J. Ledgett & Kathleen N. Ledgett: Husband & Wife hereinafter called the "seller" and
 H. Robert Cole & Helen R. Cole: Husband & 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: TO-WIT: The S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ in Section 26, Township 4 North, Range 7 East of the W.M. *** **

Free of encumbrances, except. Those of Record:

On the following terms and conditions: The purchase price is \$17,000.00
 Ten-Thousands Dollars and no/100 (\$17,000.00) dollars, of which
 One-Thousand Dollars and no/100 (\$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:

One-Hundred Fifteen Dollars and no/100 (\$115.00) Dollars,
 or more at purchaser's option, on or before the 18th day of October 1973
 and One-Hundred Fifteen Dollars and no/100 (\$115.00) Dollars,
 or more at purchaser's option, on or before the 21st day of each then succeeding
 calendar month until the balance of said purchase price shall have been fully
 paid. The purchaser further agrees to pay interest on the balance of said pur-
 chase price and the diminishing amounts thereof at the rate of 6% per cent per
 annum from the 18th day of September 1973, which interest shall be deducted
 from each monthly installment and the balance of each installment applied in re-
 duction of principal. All payments to be made hereunder shall be made at 225 225
 Helena, Montana 59605

2155 at such other place, as the seller may direct in writing.

No.

TRANSACTION EXCISE TAX

OCT 17 1973

Amount Paid: The purchaser may enter into possession September 18, 1973.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining 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

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.

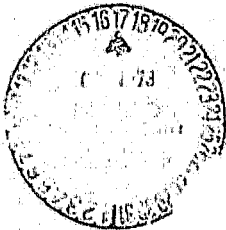
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price free from incumbrances except any which are assumed by the purchaser or 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 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.

Julius J. Ledgett (Seal)
Kathleen J. Ledgett (Seal)
Robert Cole (Seal)
John P. Cole (Seal)



STATE OF WASHINGTON
 County of Cowlitz ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 13th day of September, 1973, personally appeared before me Julius J. and Kathleen J. Ledgett, husband & wife, to me known to be the individual s. described in a who executed the foregoing instrument, and acknowledged that they signed and sealed the same as 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.

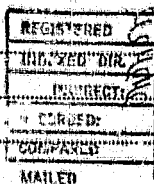
Julius J. Ledgett
 Notary Public in and for the state of Washington,
 residing at Julia



TRANSAMERICA TITLE
 INSURANCE COMPANY OF WASHINGTON

* Filed for Record at Request of

Name Julius J. Ledgett
 Address Julia
 City and State Washington



707416

THIS SPACE RESERVED FOR RECORDER'S USE.
 COUNTY OF WA DATE 1973

INSTRUMENT FILED BY Julius J. Ledgett
 OF Washington
 AT 1:30 ON Oct 12 19 73
 WAS RECORDED BY 65
 RECORDS & COMM. DIV. COUNTY, WA
Edmond
 COUNTY AUDITOR
Edmond