

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of March, 1974, between
MAYNARD A. HOLMES, dealing with his separate property,
RUTH E. HOLMES, and ROBERTA J. FOREMAN hereinafter called the "seller" and
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:

Lot 4 and 5 of Block One of ESTABROOK'S ADDITION TO THE TOWN OF CARSON
according to the official plat thereof on file and of record in the of-
fice of the Auditor of Skamania County, Washington, EXCEPT that portion
of the said Lot 5 conveyed to Don R. Fechtner and Ruth E. Fechtner, hus-
band and wife, by deed dated September 20, 1971, and recorded September
21, 1971, at page 308 of Book 63 of Deeds, under Recorder's File No. 73927,
Records of Skamania County, Washington.

2348

No. _____
TRANSACTION EXCISE TAX

FEB 25 1974

Amount Paid \$27.00
By _____
Skamania County Treasurer

Free of incumbrances, except:

General taxes for 1974.

On the following terms and conditions: The purchase price is Two Thousand Seven Hundred and
no/100ths (\$ 2,700.00) 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 One Thousand Seven Hundred and no/100ths (\$1,700.00) Dollars in monthly
installments of Ninety-nine and no/100ths (\$99.00) Dollars, or more, com-
mencing on the 1st day of December, 1974, and on the 1st 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 six per-cent (6%) per annum computed upon
the monthly balances of the unpaid purchase price, and shall be applied
first to interest and then to principal. Purchasers agree to pay accrued
interest on the unpaid purchase price on or before November 1, 1974. 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.

The purchaser may enter into possession March 1, 1974.

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 **WARRANTY** deed to the property, with any and all encumbrances which may have been confirmed, free of incumbrances (except those above mentioned, and any that may accrue hereafter through any person other than the seller).

The seller agrees to pay on a Transamerica Title Insurance Company standard form a title insurance policy when the purchaser shall have paid

insuring the title to said property with the same as the above purchase price less the amount of any payments made by the purchaser or as to which the conveyance herein be made to the purchaser.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform in 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 this purchase agreement, all payments made by purchaser, 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 at any time 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 foreclosure and termination of purchaser's rights may be made by United States Mail, postage prepaid, 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.

Maynard F. Holmes (Seal)
Charles J. Foreman (Seal)
Paul C. Holmes (Seal)
(Seal)



STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **MAYNARD F. HOLMES**

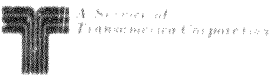
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of February, 1974.

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

77130

Transamerica Title Insurance Co



Filed for Record at Request of

Name _____
Address _____
City and State _____

RECORDED
INDEXED
FILED

THIS INSTRUMENT WAS RECORDED IN THE COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED BY *Paul C. Holmes* on *Feb 25 1974*
RECORDED IN *206* AT *Stevenson*
COUNTY OF SKAMANIA, WASHINGTON
Paul C. Holmes
Notary Public