

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of April, 1974, between
 EDWARD R. WILLARD and SANDRA K. WILLARD, hereinafter called the "seller" and
 husband and wife,
 THOMAS E. PAYTON and LAVONNE L. PAYTON, hereinafter called the "purchaser,"
 husband and wife,

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:

A portion of Tract No. 8 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, being designated as Parcel 8-H
 and more particularly described as follows: A tract of land located in the Southwest
 Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 6 E.
 W. M., which is bounded on the east by Road "C" as shown on said survey; bounded on
 the north and west by Road "B" as shown on said survey; and bounded on the south by
 the south line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 23; said tract containing
 1 acre, more or less.

Free of incumbrances, except: Easements and rights of way of record including right
 of way for Roads "B" and "C" for the use of the public as more particularly
 described on the aforesaid survey recorded at page 364 of Book J of Miscel-
 laneous 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 FIVE HUNDRED and
 NO/100 - - - - - (\$ 2,500.00) dollars, of which
 FIVE HUNDRED and NO/100 - - - - - (\$ 500.00) 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 Two Thousand and no/100 (\$2,000.00) Dollars in monthly installments of
 Twenty-five and no/100 (\$25.00) Dollars, or more, commencing on the 1st day
 of May, 1974, and on the 1st day of each and every month thereafter until
 the full amount of the purchase price together with interest thereon 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 with-
 out penalty any part or all of the unpaid purchase price, plus interest then
 due.

The purchaser may enter into possession April 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, 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.

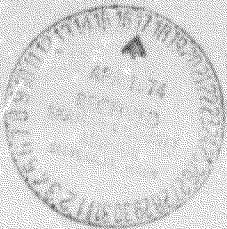
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are 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)
Benjamin S. Payton (Seal)
Laverne J. Payton (Seal)



2449

No.
TRANSACTION EXCISE TAX

APR 11 1974

Amount Paid \$5.00
Richard R. Salomon
 Skamania County Treasurer
 By Benjamin S. Payton Ag

STATE OF WASHINGTON
 County of Skamania

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

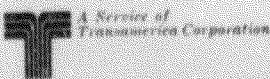
to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of April, 1974.

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

777358

Transamerica Title Insurance Co



Filed for Record at Request of

Name
 Address
 City and State

REGISTERED	<u>EF</u>
INDEXED	<u>DIR</u>
RECORDED	<u>66</u>
COMPARED	<u> </u>
MAILED	<u> </u>

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY L. E. Payton as the Commissioner of the State of Washington on April 12, 1974 WAS RECORDED IN BOOK 66 ON REEL AT PAGE 576 RECORDS OF SKAMANIA COUNTY WASH.

Richard R. Salomon
 COUNTY CLERK