

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 26th day of April, 1974, between  
 H. ROBERT COLE and HELEN R. COLE, husband and wife, hereinafter called the "seller" and  
 NORMAN N. ESCH and SUSAN K. ESCH, 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:

The East Half of the Northwest Quarter of the Southeast Quarter of  
 the Southeast Quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 19, Township 3  
 North, Range 8 E. W. M.;

TOGETHER WITH a non-exclusive easement and right of way for road ac-  
 cess and utilities over and across the north 60 feet of the NE $\frac{1}{4}$  SE $\frac{1}{4}$   
 SE $\frac{1}{4}$  of the said Section 19 extending westerly from the center line  
 of the public road known as the Forest Service Road;

Free of incumbrances, except: a non-exclusive easement and right of way for  
 road access and utilities over and across the  
 north 60 feet of the tract first above descri-  
 bed reserved by the sellers.

On the following terms and conditions: The purchase price is SEVEN THOUSAND FIVE HUNDRED and  
 NO/100 - - - - - (\$ 7,500.00 ) dollars, of which  
 ONE HUNDRED and NO/100 - - - - - (\$ 100.00 ) 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 additional sum of One Thousand and NO/100  
 (\$1,000.00) Dollars without interest on or before thirty (30) days from the  
 date of this contract. The purchasers agree to pay the remaining balance of  
 the purchase price amounting to Six Thousand Four Hundred and NO/100 (\$6,400.00)  
 Dollars in monthly installments of Seventy-Five and NO/100 (\$75.00) Dollars, or  
 more, commencing on the 15th day of May, 1974, and on the 15th 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 in-  
 terest at the rate of eight and one-half (8 $\frac{1}{2}$ ) per cent 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  
 any part or all of the unpaid purchase price, plus interest, then due without  
 penalty.

TRANSACTION EXCISE TAX

MAY 21 1974

2557

Amount Paid \$75.00

Mildred O. O'Connell

Skamania County Treasurer

The purchaser may enter into possession April 26, 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.

*H. Robert Cole* (Seal)  
*Helen R. Cole* (Seal)  
*Norman H. Each* (Seal)  
*Susan S. Each* (Seal)



STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me H. ROBERT COLE and HELEN R. COLE, his 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

14<sup>th</sup> day of May 1974.

*Dorothy Salvin*  
 Notary Public in and for the State of Washington,  
 residing at Stevenson therein.

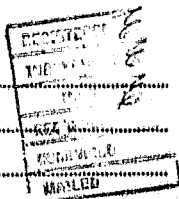
77546

# Transamerica Title Insurance Co

**T** A Service of  
 Transamerica Corporation

Filed for Record at Request of

Name.....  
 Address.....  
 City and State.....



THIS SPACE RESERVED FOR RECORDER'S USE  
 COUNTY OF SKAMANIA  
 I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT WAS FILED BY  
*D. J. Salvin*  
 OF Stevenson, WA  
 AT 2:00 PM May 21 1974  
 WAS FILED IN BOOK 66  
 PAGE 753  
 RECORDS & CLERK, WASH  
*E. M. [Signature]*