

77621

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of May, 1974, between

EDWARD R. WILLARD and SANDRA K. WILLARD,

hereinafter called the "seller" and

husband and wife,

hereinafter called the "purchaser,"

THOMAS A. GRAHAM, a single man, and

FRANCES E. BRIGHT, a widow,

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

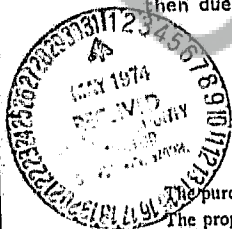
seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

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; said real property being a portion of 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. M., and more particularly described on Schedule "A" attached hereto.

Free of incumbrances, except: Easements of record including right of way for Roads "B" and "D" for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous 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 Six Thousand and NO/100 - - - (\$ 6,000.00) dollars, of which One Thousand 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:

The purchasers agree to pay the balance of the purchase price in the sum of Five Thousand and NO/100 (\$5,000.00) Dollars in monthly installments of Fifty and NO/100 (\$50.00) Dollars, or more, commencing on the 1st day of June, 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 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 without penalty any part or all of the unpaid purchase price, plus interest then due.



The purchaser may enter into possession May 1, 1974.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining 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 statutory 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 a 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)
 _____ (Seal)
 _____ (Seal)

STATE OF WASHINGTON,
 County of Skamania } ss.

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

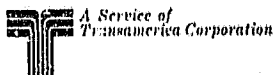
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of May, 1974.

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

77621

Transamerica Title Insurance Co



Filed for Record at Request of

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

SEARCHED	P
INDEXED	P
RECORDED	P
COMPARED	
FILED	

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Robert J. Salomon OF Stevenson, Wash. AT 2:00 P.M. May 31 19 74 WAS RECORDED IN BOOK 66 OF deed AT PAGE 796-8 RECORDS OF SKAMANIA COUNTY, WASH.

HR Todd
 COUNTY AUDITOR
Patrick

SCHEDULE "A"

Parcel 8-F

A tract of land 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., described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$ of Section 23 aforesaid which is also the southwest corner of Tract No. 8 of Columbia River Estates, recorded under Auditor's File No. 75656, Records of Skamania County, Washington; thence north 00° 36' 09" east 748.69 feet to the northwest corner of said Tract No. 8; thence south 88° 54' 00" east 290.86 feet to the centerline of Road "D" aforesaid; thence along the centerline of said road south 29° 19' 14" east 283.55 feet to a 125.46 foot radius curve to the left; thence along said 125.46 foot radius curve 65.49 feet; thence south 00° 36' 09" west parallel to the west line of said NW $\frac{1}{4}$ of Section 23 a distance of 200 feet to the true point of beginning; thence south 79° 47' 18" east 594.26 feet to the intersection of Road "D" and Road "B" aforesaid; thence southwesterly along the centerline of said Road "B" to the south line of the NW $\frac{1}{4}$ of said Section 23; thence west along the said south line of the NW $\frac{1}{4}$ of Section 23 a distance of 451 feet, more or less, to a point which is south 00° 36' 09" west from the true point of beginning; thence north 00° 36' 09" east parallel to the west line of said NW $\frac{1}{4}$ of Section 23 a distance of 259 feet, more or less, to the true point of beginning; said tract containing 2.6 acre, more or less.

REAL ESTATE CONTRACT DATED MAY 1, 1974.

EDWARD R. WILLARD and SANDRA K. WILLARD,
husband and wife, as sellers, and

THOMAS A. GRAHAM, a single man, and FRANCES E. BRIGHT, a widow
as purchasers

No. 2580
TRANSACTION EXCISE TAX

MAY 31 1974

Amount Paid \$66.00
By Richard E. Bazzell
Skamania County Treasurer
By John J. Bazzell

Edward R. Willard
EDWARD R. WILLARD

Sandra K. Willard
SANDRA K. WILLARD

Thomas A. Graham
THOMAS A. GRAHAM

Frances E. Bright
FRANCES E. BRIGHT