

77673

BOOK 16 PAGE 240

## REAL ESTATE CONTRACT

for Unimproved Property

THIS CONTRACT, made this 12 day of June between  
 RAYMOND M. JACKMAN, a single man hereinafter called the "seller" and  
 ERNEST V. KRIDYR, et ux 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:

West 4' of East 1/2 of lot 5, Block 6, Townsite of  
 Cooks, in Section 34, Township 3, Range 9.

Free of incumbrances, except: None

On the following terms and conditions: The purchase price is Two hundred eighty and  
 no/100----- (\$ 280.00 ) dollars, of which  
 Two hundred eighty and no/100----- (\$ 280.00 ) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

In full

The purchaser may enter into possession upon closing.

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 **Quit Claim** 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.

1. Вопросы, связанные с работой

except any which are assumed by the purchaser or agent which the conveyance hereunto made is to be subject to.

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.

Raymond M. Kachman (Seal)

Edward V. Rieker (Seal)

(Seal)

(Seal)

No. - 2599

## TRANSACTION EXCISE TAX

JUN 12 1974

Amount Paid \$2.80  
7/1/50

**Skagman County Treasurer**

By Karen Schenberger

STATE OF WASHINGTON

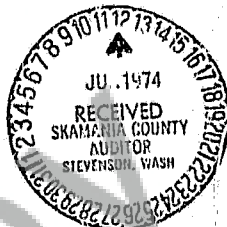
County of Skamania

On this day personally appeared before me      RAYMOND M. JACKMAN

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 12<sup>th</sup> day of June, 1974

Notary Public in and for the State of Washington,  
residing at Stevenson.



77673

# Transamerica Title Insurance Co



A. Service of  
Transamerica Corporation.

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED  
INDEXED: DIR  
RECORDS  
RECORDED  
COMPARED  
MAILED

STATE OF WASHINGTON  
COUNTY OF GRAMANIA

ORDER'S USE.

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
John L. Linderbach  
OF St. Louis, Mo.  
AT 10:00 A. Jan 12 1979  
WAS RECORDED IN BOOK 66  
OF Record AT PAGE 842  
RECORDS OF GRAMANIA COUNTY, WASH.  
SEP 27 1980  
COUNTY AUDITOR  
W. E. M. [Signature]