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**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 2nd day of March, 1973, between  
 HAROLD R. MCGINNIS, a single man, hereinafter called the "seller" and  
 ERNEST W. BURROWS and PAMELA BURROWS, 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:

Beginning at a point 650 feet due west of the round hub placed at an angle point in the northerly line of the Spokane, Portland & Seattle Railway Company's right of way, north 09° 05' east 200 feet from Station 2042-23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; thence south 00° 48' east to the north line of 200 foot right of way of said railway; thence westerly along said north line, to a point that is 150 feet west of the last above described line; thence north 00° 48' west to the southerly line of the Evergreen Highway; thence easterly along the southerly line of said highway to a point that is north 00° 48' west of the point of beginning; thence south 00° 48' east to the point of beginning; said tract being designated as Lots 15, 16 and 17 of Block Nine of the unrecorded plat of North Bonneville, Skamania County, Washington.

On the following terms and conditions: The purchase price is Two Thousand and no/100ths - (\$ 2,000.00 ) dollars, of which One Hundred and no/100ths - (\$ 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 balance of the purchase price in the sum of One Thousand Nine Hundred and no/100ths (\$1,900.00) Dollars in monthly installments of Twenty-five and no/100ths (\$25.00) Dollars, or more, commencing on the 15th day of April, 1973, 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 interest at the rate of seven per-cent (7%) 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.

It is agreed that seller will pay the 1973 taxes which become due and payable February 15, 1973.

The purchaser may enter into possession March 2, 1973.

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 to 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 down payment** 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.

No. **2295** Harold R. McGinnis (Seal)  
**TRANSACTION EXCISE TAX** Ernest W. Burrows (Seal)  
Harold R. McGinnis (Seal)  
**JAN 21 1974**  
 Amount Paid 20.00 plus penalty 2.00  
Divided County Clerk 22.00  
 Skamania County Treasurer  
 By \_\_\_\_\_

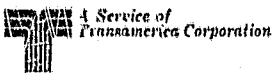
STATE OF WASHINGTON,  
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 9th day of February, 1973, personally appeared before me HAROLD R. MCGINNIS, a single man, known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year last above written.

Robert K. Salvendy  
 Notary Public in and for the state of Washington,  
 residing at Stevenson, therein

77025

**Transamerica Title Insurance Co**



Filed for Record at request of

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City and State \_\_\_\_\_

REGISTERED ☒  
 INDEXED, I.R. ☒  
 INDIRECT ☒  
 RECORDED ☒  
 COMPARED ☒  
 MAILED ☒

STATE OF WASHINGTON COURT PAGE 88-9 RECORDER'S USE
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Robert K. Salvendy</u> OF <u>Stevenson, Wash</u> AT <u>11:15 PM Jan 21 1974</u> WAS RECORDED IN BOOK <u>66</u> OF <u>Deeds</u> AT PAGE <u>88-9</u> RECORD OF SKAMANIA COUNTY, WASH.
<u>Harold</u> COUNTY AUDITOR BY <u>P. Patrice</u>