

# REAL ESTATE CONTRACT

BOOK 66 PAGE 993

For Unimproved Property

THIS CONTRACT, made this 1st day of June, 1974, between  
 GERALD L. RENSCHAW and BELLA RENSCHAW, hereinafter called the "seller" and  
 husband and wife,  
 LLOYD G. KELLEY and MARGARET A. KELLEY, 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:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 8, Township 3 North, Range 8 E. W. 11.

TOGETHER WITH a non-exclusive easement and right of way for road access and utilities over and across that portion of the west 60 feet of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 8, Township 3 North, Range 8 E. W. 11, lying northerly of County Road No. 2057 designated as the Bear Creek Road.

Free of incumbrances, except: None.

100% of the net proceeds from the sale of any merchantable timber on said premises shall be paid to the sellers and applied toward the unpaid purchase price on this contract.

On the following terms and conditions: The purchase price is THIRTY-TWO THOUSAND and NO/100 FOUR THOUSAND EIGHT HUNDRED and NO/100 (\$32,000.00) dollars, of which 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 Twenty-seven Thousand Two Hundred and No/100 (\$27,200.00) Dollars in monthly installments of Two Hundred Thirty-six and 06/100 (\$236.06) Dollars, or more, commencing on the first day of July, 1974, and on the first 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 and one-half percent (8 $\frac{1}{2}$ %) per annum computed upon the monthly balances of the unpaid purchase price.

Upon payment of the additional sum of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars to be applied on the purchase price purchasers shall be entitled to a deed in partial fulfillment of this contract to one acre of land and an easement for road access and utilities for a dwelling site.

Purchasers agree to pay no more than twenty-nine percent (29%) of the purchase price prior to January 1, 1975.

All payments made at Wells Fargo Bank-435 North Ventura Ave.-Oak View, Calif.

The purchaser may enter into possession on June 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

## Warranty

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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 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 hereafter 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 procure an adjudication of the termination of the 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. **2619**  
**TRANSACTION EXCISE TAX**


JUN 24 1974  
Amount Paid \$320.00  
*Mildred C. De*  
Skamania County Treasurer,  
By *Kerr*

CALIFORNIA,  
STATE OF ~~UNKNOWN~~ ~~UNKNOWN~~

County of Ventura

On this day personally appeared before me **GERALD L. RENSHAW and DELLA RENSHAW, 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 17th day of June, 1961.



OFFICIAL SEAL  
CITY OF ST. LOUIS  
MISSOURI  
JULY 10 1940

Notary Public in and for the State of TEXAS, do,  
residing at Oak View, California,

**Transamerica Title Insurance Co**

**A Service of Transamerica Corporation**

Filed for Record at Request of

Name.....

Address.....

City and State.....

INDIRECT
RECORDED
COMPARED
MAILED

REGISTERED  
INDEXED: DIR.  
INDIRECT  
RECORDED  
COMPARED  
MAILED

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
*Edmund J. [Signature]*  
OF *Spokane, Idaho*  
AT *Spokane, Idaho* JANUARY 17 1924  
WAS RECORDED IN BOOK *66*  
OF *Record* AT PAGE *582*  
RECORDS OF THE COUNTY CLERK, SPOKANE, IDAHO  
*Edmund J. [Signature]*  
CLERK