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BOOK SE PAGE CTO BOOM TATERAGE THE

REAL ESTATE CONTRACT

THE CONTRACT, made and recent and this. 10th

day of

October, 1973,

HENRY JUE POLICE and SUSAN FETTLIONE POLICE, musbact and wife,

he relication called the "seller," and

REUBER G. WURZER and NARSHA J. WURZER, husband and wife,

bendanding called the "purchaser,"

WITH ECVILITY. That the policy agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, St. to of Washington; described our equate, with the appear warren, in Sicamonia

The would 130 feet of the west 160 feet of the Northwest Quarter of the Northw war. Quarter of the Northeast Quarter (NAC NES Wit) of Section 19, and

The West Half of the Southwest Quarter of the Wortheast Quarter of the Northeast Quarter (Wy SWs NESs WESS of Section 19. Township & North, Range 5 E. N.,

TOGETHER WITH an easement and right of way 30 feet in width for a second road over and across the course of an existing road in the NM's of the NE and tho Ws of the SM's of the NE's of the SE's of Section 19, Township 2 orth Range & E. W. H., connecting with County Poad No. 1108 deadhoated and the Skynn Shields Road.

The terms and combines of this contests are as follows: The purchase prior in ... The per-Two Thousand and no/100 - 12,000,00, 12,000,00, 12,000,00, 15,000 and 15,000

The purchasers agree to pay the bear of the purchase in the sum of Ten Thousand and no/100 (\$10,00,00 to re in shirtly installments of Dne Mundred and no/100 (\$100,00) Dn now of the purchase on the 10th day of November, 1973, and on the 10th of odd and avery month thereafter untit the full amount of the purchase of the together with interest shall have believed. The said monthly installments and indume interest at the sale of paid. The said monthly instationants all include interest at the rate of seven per-cent (76) per a our consultate on the monthly balances of unit purchase price, and that the applies fire the interest and then to prompt the purchasers reserve in right at my time they are not in a undifferent arms and conditions of this contract to pay without public may part of the unpart of the unpart of the contract the dual of the unpart of the contract the dual of the unpart of the contract the dual of the unpart of the unpart

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on the first phase as the other may direct in writing when the first his control of this of the ingle state for

(1) the curbance of the and agrees to pay before the personnel of the contract commence that more in the more greater and greater programme has assumed comment in the maintaine, in it, and takes of assumental new a long on said

one, the participant agrees to pay the case states account to the participant of any breather provides and real real cases.

The participant agrees, and the participant price is fully the account of an interest or and breather price of a said real cases for the order case which thereof against loss or damage for an indicate an a company arregarded to the order and for their broads, as his interest may appear, and to pay all personners therefor and to deliver all policies and me, was those of to

(i) The purchaser agrees that full isospection of said real entate has been made and that eather the selfer me his anisess shall be held to anse described respecting the condition of any time enterpoints therein nor shall the purchaser or seller or the assigns of either be held to any automated an expression of a systematic and expression of a systematic and expression of a systematic or approximate any automated by any approximation approximation of approximation and expression of the contrained by any approximation of the contrained by the contrai

as writing and attached to and made a peri of this construct.

(4) The user-baser assumes all Karsesis of damage to at desirentian of any amprovements new on held real estate or by failtre. Over them, and at the taking of each role of the real of the consideration in case any met of unit real entary is taken for public one. The perfusion of the condensation was any met of unit real entary is taken for public one. The perfusion of the condensation are not presented to the size and the perfusion of the southenables award consideration to consideration of presented the size about the public to the size and expected to represent the perfusion of the south of the size and expected to the perfusion price herein orders the sizes stock to other the perfusion of any improvements destanged by such taking, he case of damage of destantian transfer perfusion at the relation of the resolution of

se price lervin.

The self elies delivered, or agrees to deliver within 13 days of the dat of choicing a prechase's policy of this insurance in of form, or a commission therefor, inspect by transmerres little tensorance Company, insuring the prechase to the full amount of reference price again a loss or damage by a soon of defent in action's little to said real at as of the data of cloting and remarking no more other forms.

Printed general exceptions appearing in said policy form:

Lines or excumbrances which by the terms of this contract the purchaser is to another or as in which the conveyance beroader is to be made subject; and

Any existing contract or contracts under which seller is purchasing said real entate, and any meritage or other abligation, which seller by this contract agrees to pay, none of which for the purpose of this purceurs? (1) shall be deemed defects in seller's tribe

(5) It seller's this to said end enter is subject to an eviding contract or removers make which after is preclaimly and out enter any memories or other actions and the constantly and out entered to the pay, where against to enter payments is accommon on which after the result and payments are made and payments as a constant, and any payments are made in a special to the constant, and any payments are made in a special to the common and follow the aller under this contract.

(2) The rather against again mentions full payment of the payment of the payment and between in the constant above specials, in constant and the sailor and the sailor and the sailor and between the first constant above specials, in constant and the sailor and th

deliver to part least a "officiality wastenly event for maid manifestative, encounting many part the cost forces from taken for public use, free of a combinance except any that may attack after date of closing through any person of the caller subject to the following

(a) Easements and rights of way for access reads over and across the existing road sold under contract to Walter Franki's Jones, Gary N. Morris, Susan Y. Smith and Larry Snyder Whitney, and rights reserved by Maynerd A. Compher and Lillian V. Compher, husband and wife, to grant an occass road appurtenant to the SEK of the NEG of the NEG of the seid Section Dy.

(6) Unless a different date in renorded for barein, the purchaser shall be omitted to possession at said real extent on date of classing and a retain possession as said real extent in growth and an action possession and a possession and a possession and a possession of the purchaser oversants to been the foreign and other increases are not not to permit wrate and not to use, or permit the use of the real estate for any library purpose. The purchaser consists to go and survivor correspond to said real estate after the date purchaser is entitled to possession.

(1) In case the purchaser fails to make a re-payment becomes provided or to maintain hastrance, as hereign required, the select action of the possession and the said of the possession and the provided of the maintain hastrance, as hereign required, the select such internance, and any anatomic up prick by the sellar, reporter with interest at the rate of 10° anatom makes are purposed.

(2) In case the purchaser fails to all a payment become required to an action to the payment of the select and the payment of the payment and the payment is possession.

(3) In case the purchaser fails to all a payment become new the manufacture of the payment of the payment and the payment and the payment are payment to the payment and the payment and the payment are payment to be payment

and he were her action of shick default.

(1) For it of the course of this centrary, and it is agreent that in case the purchase shall fall be comply when a form y condition on agreement hereoff or it make any systems to made becomes promptly at the time and in the condition of agreement hereoff or it make any systems to made becomes promptly at the time and in the condition of the purchaser's explaint to reside any sixty of the purchaser's explaint to the selfer of all states of the purchaser's explaint to resister and all improvements praced upon the real estate; and no vertices by the selfer of any fellows of the contract of th

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JU., 1974

SKAMANIA COUNTY AUDITOR:

TOGETHER WITH an easement and right of way 30 feet in width for an access road over and scross the course of an existing road in the NH's of the NEIs and the Wa of the SW4 of the NE4 of the NE4 of Section 19, Township 2 North, Range 5 E. W. A., connecting with County Road No. 1108 designated as the Skye-Shields Road.

The terms and conditions of this contract are as follows: The purchase price is Twelve Thousand and no/100 12,000.00) Dollars, of which Two Thousand and no/100 -(\$ 2,000,00 been nold, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Ten Thousand and no/100 (\$10,000.00) Dollars in monthly installments of One Hundred and no/100 (\$100.00) Dollars, or more, commencing on the 10th day of November, 1973, and on the 10th 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 purchasers reserve the right at any time they all hot penalty any part or the unpaid purchase price, plus interest the due:

OCT 10 1973 Amount Part 1/20 25 Skamania County Treasurer

ion, wash. C. All payments to be made herounder thall be made at _ Stevenson, Wash.

or all and other place as the seller may direct in writing.

(1) "the purchaser assumes and agrees to pay before delinquency all taxes and assessments, that may as between granter and grantee hereafter become ", llen on said real estate; and if by the terms of this contract the purchaser has assumed payment of pny mortgage, contract or other encumbrance, or has assumed payment of pny mortgage, the contract or other encumbrance, or has assumed payment of pny mortgage, the contract or other encumbrance, or has assumed payment of pny mortgage, as a season of the contract of the purchaser agrees, until the purchaser parts, until the purchaser parts, until the purchaser parts, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof and the state cash value thereof and to deliver all policies and renewals thereof to the seller's benefit, as his interest may appear, and so pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agrees that full inspection of taid real estate has been made and that neither the refler nor his assigns shall be held to any covenant respection the condition of any improvements or execution nor shall the purchaser or solder or the assigns of either be held to any covenant or agreement for alterations, improvements or expairs unless the covenant or agreement relied on is contained herein or is in writing and estate deto and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part the end for public use, and agree that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the purtous of the condomnation award remaining after partons of reasonable expenses of procurant the same shall be put to the refer and applied as payment on the purchaser plue herein unless the select elects to allow the purchaser to again the agree shall be an established as a per limited against, the proceeds of each improvements within a reasonable time, unless purchaser of procuring the same shall be devoted to the restoration of application on the nucleon that within a reasonable time, unless purchaser elects that and proceeds shall be paid to the seller for application on the nucleon three herein.

purchase price herein. (5) The teller has delivered, or agrees to deliver within 15 days of the date of cloting, a purchaser's policy of title incurance in standard form, or a commitment therefor, issued by transameners. This insurance Company, mantant the purchaser to the fail amount of said purchase price agains, loss or damage by reason of detect in seller's title to said peak on the state of cloting and contaming no exceptions, there than the following

a. Princed general exceptions appearing in said policy form,

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume as as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is nurchasing said real sature, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

rem No. V/-144.1 Negatina Form No. A-1964 Indiv. W/O)

hereunder and all improvements placed upor the real estate shall be forfeited to the seller as liquid, red "amages, and the seller shall be constraed as a winter of any absequent default."

Service upon purchaser of all demands, no test or other pages with respect to 'oriciture and termination of purchaser shall service upon purchaser of all demands, no test or other pages with respect to 'oriciture and termination of purchaser shall service upon purchaser of all demands, no test or other pages with respect to 'oriciture and termination of purchaser's rights may be (11) Upon seller's election to bring suit to enfort, any covenant of the suntracer at his address last known to the seller. (11) Upon seller's election to bring suit to enfort, any covenant of the suntracer and express in connection with such suit, which If the seller shall bring suit to procure an adjudication of the termination of the purchaser as a suntracer's rights hereunder, and judgment or deter entered the purchaser agrees to pay a reasonable out a stationary's teen and all cess and express in connection with such suit, which If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment or deter of the purchaser agrees to pay a reasonable cont of the termination of title at the date such suit such suit, and also included in any judgment or detere entered in such suit.

IN WITNESS WHEREOF the arrangement of the results with the manufactured in the such suit is semmenced, which sums shall be IN WITNESS WHEREOF, the participation pane executed this instrument: as of the date first written shove. Westzen (SZAL) TATE OF WASHINGTON, Colors) County of On this day personally appeared before me HENRY JOE POLICE to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. 5 K GIVEN under my hand and official seal this day of October, 1973. Notary Public in and for the State of Washington, residing at the letter of the 信仰實質 Transamarca Tolla ins COUNTY OF SKAMANIA A Service of Transamerica Corporation morne ber I PEREBY CERTIFY THAT THE DITKEN INSTRUMENT OF WRITING, FILED DY. INDIRECT: (2) (takest O Salvesen RECORDED: Filed for Record at Request of COMPARED or Steus worm Irash AT3:00 Pr June 24 1074 MALLED WAS RECORDED IN BOOK 66 Mosde AT PAGE 97-2 RECURDS OF SKAMANIA COUNTY, WASH City and State..... ERTodd Patrick 60 0 0 p STATE OF OREGON, County of RE IT REMEMBERED, That on this. before me, the undersigned, a____ A. D. 19_ n and for said County and State, personally appeared the within named___ who. instrument and acknowledged to me that ____executed the same freely and IN TESTIMONY WHEREOF, I have hereunto set my hand andseal the day and year last above written.

Newry Public in and for sold County and State.

My Commission Expires My Commission Engine Jan. 15, 1976

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