

77770

BOOK 66 PAGE 930

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of July, 1974,

JACK SPRING and MELBA E. SPRING, husband and wife, hereinafter called the "seller" and
 RAYLON R. ZINGERSOLL and JUDY L. ZINGERSOLL, 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 West Half of the Northeast Quarter of the Northeast Quarter of the
 Southeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 32, Township 2 North, Range
 6 E. W. M.;

TOGETHER WITH a non-exclusive easement and right of way 30 feet in width
 for access over the existing road connecting with County Road No. 1010
 designated as the Franz Road.

Free of incumbrances, except:

An easement and right of way 30 feet in width reserved by the sellers,
 their heirs and assigns, over and across an existing road for access to
 the West Half of the Northeast Quarter of the Southeast Quarter of the
 said Section 32.

On the following terms and conditions: The purchase price is SIX THOUSAND and 40/100
 TWO HUNDRED FIFTY and 40/100 (\$5,000.00) 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
 Five Thousand Seven Hundred Fifty and 40/100 (\$5,750.00) Dollars in monthly
 installments of Fifty and 40/100 (\$50.00) Dollars, or more, commencing on
 the first day of August and on the first day of each and every month there-
 after 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 percent (8%) per annum computed upon the monthly bal-
 ances 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.

This contract shall not be assigned without the express written consent of
 the seller, and any purported assignment thereof without such consent shall
 be null and void.

Purchasers agree not to subdivide said real property for a period of five
 years from the date hereof.

The purchaser may enter into possession July 1, 1974.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining 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 deed to the purchaser, 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.

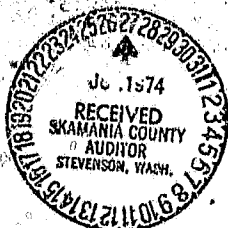
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

This 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.

Jack Spring (Seal)
Melba E. Spring (Seal)
Wm. L. R. Johnson (Seal)
Judy L. Ingerson (Seal)



No. 2637
 TRANSACTION EXCISE TAX

JUN 27 1974

Amount Paid \$100.00
William L. R. Johnson
 Skamania County Treasurer
 By Robert J. Johnson

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me JACK SPRING and MELBA E. SPRING, 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

25th day of June, 1974.

Robert J. Johnson

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

77770
 Transamerica Title Insurance Co

A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	P
INDEXED	DR. P
INDIRECT	P
RECORDED	
COMPALED	
MAILED	

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
ORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Robert J. Johnson</u>	
OF <u>Stevenson, Wash</u>	
AT <u>4:00 P.M. June 27, 74</u>	
WAS RECORDED IN BOOK <u>66</u>	
OF <u>Page 930-1</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Robert J. Johnson</u>	
COUNTY AUDITOR	
<u>P. Johnson</u>	