

77774

BOOK 44 PAGE 234

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 10th day of May, 1974, between

CHARLES L. SWIBERG and SHARON A. SWEIBERG, hereinafter called the "seller" and

DEAN S. DeBELL and JACQUELINE F. DeBELL, hereinafter called the "purchaser."

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

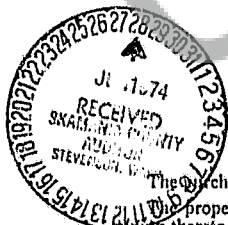
seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ , SW $\frac{1}{4}$ ) of Section 26, Township 4 North, Range 7 E. W. M., described as follows:Beginning at a point 765 feet east of the southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 26; thence north 190 feet; thence west 120 feet; thence south 190 feet to the south line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Section 26; thence east 120 feet along said line to the point of beginning;~~Excluded from the above description~~

TOGETHER WITH an easement and right of way for the use in common with the sellers, their heirs and assigns, of the existing private road along the north line of said premises connecting with County Road No. 2270 designated as the Trout Creek Road.

On the following terms and conditions: The purchase price is ONE THOUSAND EIGHT HUNDRED and NO/100 - - - - - (\$1,800.00) dollars, of which FIVE HUNDRED and NO/100 - - - - - (\$500.00) 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 Three Hundred and No/100 (\$1,300.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the tenth day of June, 1974, and on the tenth 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 percent (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 any part of all of the unpaid purchase price, plus interest then due.



The purchaser may enter into possession on May 10, 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

delivered 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 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.

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.

Charles L. Sweiberg (Seal)  
Sharon A. Sweiberg (Seal)  
Dean S. DeBell (Seal)  
Jacqueline A. DeBell (Seal)

No. 2639  
**TRANSACTION EXCISE TAX**  
 JUN 28 1974  
 Amount Paid: \$186.66  
 By: Sharon A. Sweiberg  
 Skamania County Treasurer

STATE OF WASHINGTON,  
 County of Skamania

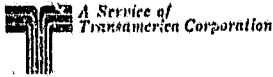
On this day personally appeared before me CHARLES L. SWEIBERG and SHARON A. SWEIBERG, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of June, 1974.

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

77774

# Transamerica Title Insurance Co



Filed for Record at Request of

Name.....  
 Address.....  
 City and State.....

REGISTERED
INDEXED: DIR.
INDEXED
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>G. J. Salomon</u> OF <u>Stevenson, Wa</u> AT <u>900</u> on <u>June 28, 1974</u> WAS RECORDED IN BOOK <u>66</u> OF <u>Recd</u> AT PAGE <u>934</u> RECORDS OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR <u>E. McFarland</u>	