REAL ESTATE CONTRA

For Unimproved Property

THIS CONTRACT, made this 15th day of E. R. SOOTER and RUBY SOOTER,

May, 1974

between

hereinafter called the "seller" and

husband and wife,

THEODORE H. MERRILL, SR. and KATHERINE J. MERRILL nereliaster 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, cituate in Washington:

Skamania

County.

Lot 2 of SOOTER TRACTS according to the official plat thereof on file and of record at page 138 of Book A of Plats, Seconds of Skamania County, Washington.

Free of incumbrances, except:

None

On the following terms and conditions: The purchase price is THREE THOUSAND, TWO HUMDRED and NO/100 -(\$3,200.00) dollars, of which ONE THOUSAND and NO/100 -+ - - (\$ 1.000.00 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 remaining balance of the purchase price amounting to Two Thousand, Two Hundred and no/100 (\$2,200) Dollars as balance of \$1,100 on or before May 15, 1975, and the remaining balance of \$1,100 on or before May 15, 1976. The unpaid purchase price shall bear interest at the rate of six per-cent (6%) per annum computed upon the diminishing principal basis and payable on said installment dates.

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.

on May 15, 1974. The purchaser may enter into possession

The property has been carefully inspected by the purchases, 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 race 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 reson 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, sailer 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

WESTARTY deliver to the purchaser a deed to the property, excepting any part which may have been confirmed, free of installiances except those above mentioned, and any that may scenie bereafter through any person eiter than the seller.

The seller agrees to furnish a Transmerica Fills insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase proce 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 hereupder is not to be subject.

Time is of the essegge 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 demailds, notices or other papers with respect to forleiture 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.

(Seal) (cat)..

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TRANSACTION EXCISE TAX

JUN 2 4 1974 JUN 2 4 1974 Amount Paid.... Skomenia County Tragsurer

STATE OF WASHINGTON.

County of Micke to E

On this day personally appeared before me E. R. SOOTER and RUBY SOOTER, husband and wife,

described in and who executed the within and foregoing instrument, and to me known to be the individuals acknowledged that they their free and voluntary act and deed, for the uses and purposes therein mentioned. 374

GIVEN under my hand and official seal this

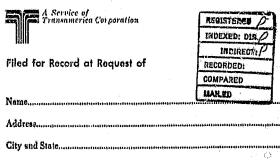
day of June 1990

Finder Rech,

Notary Public in and for the State of Washington,
residing at 100 feets memorial

77786

Transamerica Title Insurance Co



	THOCKNOTHER OF WASHINGTON 1 SE
	HEREBY CERTIFY THAY THE WITHIN
	INSTRUMENT OF WRITING, FILED BY
	Chaleer L. J. Saluereas
	or Stevenson Diss.
	AT 9:50 An July 1 1074
	WAS RECORDED IN BOOK 66
	OF Med AT PAGE 9K4 35
1	RECORDS OF SXAMANIA COUNTY, WASH.
١	CONTRACTOR AT 100 CO.
1	P. faticale
١	DESCRIP!