

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 5th day of September, 1974, between

MEL E. STEWART and VERNA M. STEWART,
husband and wife, hereinafter called the "seller" andELWYN DALE MANSUR and ELIZABETH MAE MANSUR,
husband and wife, 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:

Lots 5, 6, 7 and 8 of MAPLE HILL TRACTS NO. 1 according to the official plat thereof on file and of record at page 124 of Book A of Plats, Records of Skamania County, Washington; and a strip of land 25 feet in width along the westerly boundary of Lot 4 of MAPLE HILL TRACTS NO. 1 aforesaid more particularly described as follows: Beginning at the northeast corner of the said Lot 5; thence south 77° 25' east 27.83 feet; thence south 13° 25' east 144.29 feet to the southerly line of the said Lot 4, said point being on the northerly right of way line of the County Road; thence south 74° 39' west along said right of way line 25.01 feet to the southeast corner of the said Lot 5; thence north 13° 25' west 157.32 feet to the point of beginning.

Free of incumbrances, except.

Restrictive covenants and easements of record.



On the following terms and conditions: The purchase price is SIX THOUSAND and NO/100 - - - (\$ 6,000.00) dollars, of which
ONE HUNDRED and NO/100 - - - (\$100.00) 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 Five Thousand Nine Hundred and No/100 (\$5,900.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the fifth day of October, 1974, and on the fifth 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 six percent (6%) 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 without penalty any part or all of the unpaid purchase price, plus interest, then due.

In connection with this sale purchasers, their heirs and assigns, shall have the right to receive water from Maple Hill Water Company for only one single-unit dwelling house.

The purchaser may enter into possession September 5, 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

deliver 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.

Mel E. Stewart (Seal)
Verma M. Stewart (Seal)
Harvey Hale Manson (Seal)
Elizabeth M. Manson (Seal)

2861

No.
TRANSACTION EXCISE TAX

SEP 13 1974

Amount Paid \$ 66.00Witnessed Michael O. Diamond

Skamania County Treasurer

By Karen A. Waplinger

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **MEL E. STEWART and VERMA M. STEWART,**
 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 10th day of September, 1974.

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

78221

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT:	<u>E</u>
RECORDED:	<u>E</u>
COMPARED	<u>E</u>
MAILED	<u>E</u>

THIS SPACE RESERVED FOR RECORDER'S USE. STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Robert J. Salmon</u> OF <u>Stevenson, WA</u> AT <u>1:35 PM Sept 13</u> 19 <u>74</u> WAS RECORDED IN BOOK <u>67</u> OF <u>1000</u> AT PAGE <u>672</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>El. P. O'Neil</u> COUNTY AUDITOR <u>E. Mayhew</u>	