

78526

Real Estate Contract

THIS AGREEMENT, made and entered into this 12th day of November, 1974

between Robert F. Williams and Velma J. Williams,
husband and wife,
hereinafter called the "seller," and
Tom D. Harris and Ruby A. Harris,
husband and wife,
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

A tract of land located in Sections 1 and 12, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point on the southeasterly line of primary State Highway 10.8 east 2,000 feet and south 141 feet from the northwest corner of the said Section 12; thence north 27° 20' east along the southeasterly line of the said highway 1,000 feet; thence south 228 feet, more or less, to the northerly right of way line of the Burlington Northern Railway Company right of way; thence south 65° 16' east along said northerly right of way line 926.8 feet; thence north 46 feet, more or less, to the point of beginning; EXCEPT that portion thereof conveyed to Tom D. Harris and Ruby A. Harris, husband and wife, by Real Estate Contract, dated May 22, 1971, and notarized the 6th day of November, 1971. And EXCEPT that portion thereof conveyed to Ellis W. McChesney and Louella McChesney, husband and wife, and by deed dated May 5, 1975, and recorded at page 394 of book Y of Deeds, Records of Skamania County, Washington.

Together with all water Rights secured or applied for and pertaining to above described property.

RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILING

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of FOUR THOUSAND and no/100 Dollars (\$ 4000.00)
of which the sum of One Hundred Twenty and no/100 Dollars (\$ 120.00)
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Three Thousand Eight Hundred eighty/100 Dollars (\$ 3880.00)
shall be paid as follows:

Purchaser agrees to pay Seventy Five dollars (75.00) or more per month, including interest, at 6% per annum, commencing on the 15th day of December, 1974, and on each month thereafter until total amount of purchase price is paid together with interest.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of twelve (12) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed of said described premises together with a abstract of title brought up to date and showing good marketable title, or a policy of title insurance covering title to said land and premises issued in the name of the purchaser and showing clear and unincumbered title hereto.

Time of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly as the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any installment overdue installment, or on any payment, or payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay installments or to pay the purchase price, as the case may be, is independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, and that no such action shall constitute an election not to proceed with the purchase of the premises, or otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

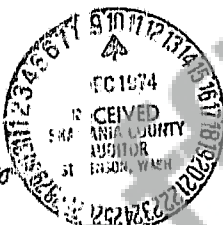
IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written

2991

No. TRANSACTION EXCISE TAX

DEC 10 1974

Amount \$ 40.00
Shelton County Treasurer
By J. H. Phillips, Jr.



Robert F. Williams (Seal)
Velma J. Williams (Seal)
R. F. Williams (Seal)
Randy A. Harris (Seal)

STATE OF WASHINGTON,
County of Clark

On this day personally appeared before me ROBERT F. WILLIAMS and VELMA J. WILLIAMS, 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 12th day of November, 1974



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

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Real Estate Contract

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Dated Dec 10, 1974
The within instrument was filed for record on the 12 day of Dec. 1974 at 3:25 P.M. and recorded in Book 67, Page 390, as page 282, Records of Shalton County, State of Wash.
at request of Robert F. Williams
Auditor and Recorder.
By E. J. Simpson, Deputy
Recorder's Fee \$ 3.00
Filed to 1250 P.M. 11 E. 28 Nov. 1974
Shalton County 98665
FROM OFFICE OF