

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 2nd day of January, 1970 between

W.H. Ward and Mary Wise Ward, his wife hereinafter called the "seller" and

B.G. Sollinger and Edna V Sollinger, his 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:

Lot 8, "ard Acres Annex, as per the duly recorded plat thereof.

Free of incumbrances, except.

On the following terms and conditions: The purchase price is

Six thousand five hundred

(\$ 6,500.) dollars, of which

One hundred

(\$ 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:

Fifty Dollars, or more, at purchasers option on or before the 2nd of February, 1970, and Fifty Dollars, or more, at purchasers option on or before the 2nd of each and every succeeding month until the balance of purchase price shall have been paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8% per annum, and which interest shall be deducted from each installment payment.

No. 3414
TRANSACTION EXCISE TAX

JUL 23 1975

Amount Paid \$ 6,500.00
By Skamania County Treasurer
By *Edna V. Sollinger*

The purchaser may enter into possession

Jan 2, 1970

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a

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 Puget Sound Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid 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.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

W. H. H. H. (Seal)
Mary Wise Ward (Seal)
Edna V. Selinger (Seal)
Edna V. Selinger (Seal)

STATE OF WASHINGTON,
 County of CLATSOP

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10 day of JUNE 1975, personally appeared before me

WILLIAM A. WARD AND MARY WISE WARD
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that THEY signed and sealed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

James W. Selinger
 Notary Public in and for the state of Washington,
 residing at CAMAS, WASHINGTON

1111331

**PUGET SOUND
 TITLE INSURANCE COMPANY**

Filed for Record at Request of

Name.....

Address.....

City and State.....

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THIS SPACE RESERVED FOR RECORDER'S USE:	
FILED IN THE OFFICE OF THE CLERK	
RECORDED BY	INDEXED BY
<u>R. J. Salomon</u>	<u>Stinson</u>
JUL 23 1975	
RECORDED IN BOOK 69	
PAGE 251	
RECORDED IN COUNTY WASH.	
<u>G. P. Todd</u>	
<u>A. Heirman</u>	