

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 24 day of August, 1975 between

James W. Arnett and Roberta Ann Arnett, husband and wife hereinafter called the "seller," and
Curtis S. Erick and Dorothy M., 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:

The following described real property located in Skamania County, State of Washington, to-wit:

The South Half of the North Half of the Northwest Quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 6, Township 1 North, Range 6, E, W. M.. EXCEPT the west 1,320 feet thereof, AND EXCEPT that portion thereof lying easterly of the center of County Road 1009 designated as the Smith-Cripe Road.

Free of incumbrances, except.

Easements and rights of way for existing roads over and across the real estate under search.

On the following terms and conditions: The purchase price is Nine Thousand Dollars and No/100----- (\$9,000.00) dollars, of which Six Thousand Dollars and No/100----- (\$6,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

It is understood the balance of the Real Estate Contract shall be paid in four equal annual payments, plus interest at the rate of 7 $\frac{1}{2}$ % on the declining principal balance. The first annual payment shall be September 1, 1976, with interest commencing September 1, 1975, the subsequent annual payment shall be on September 1 of each year until paid in full.

It is further understood the purchaser can pay off the Real Estate Contract at any time.

Payments are to be made at 503 N.W. 87th St. Vancouver, Wash. 98665

No. 3575
TRANSACTION EXCISE TAX

OCT 1 1975
Amount Paid \$20.00
Curtis S. Erick
Skamania County Treasurer
By _____

The purchaser may enter into possession

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 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 of this 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.

James W. Arnett (Seal)
James W. Arnett

Roberta Ann Arnett (Seal)
Roberta Ann Arnett

Curtis F. Myrick (Seal)
Curtis F. Myrick

Dorothy M. Myrick (Seal)
Dorothy M. Myrick

STATE OF WASHINGTON,

County of **Clark**

On this day personally appeared before me **James W. Arnett and Roberta Ann Arnett**

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

24 day of August, 1975

Scott S. [Signature]
Notary Public in and for the State
residing at **Vancouver**

81012

Transamerica Title Insurance Co



Filed for Record at Request of

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

REGISTERED	<u>2</u>
INDEXED: DIR.	<u>1</u>
INDIRECT	<u>1</u>
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON THIS SPACE RESERVED FOR RECORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>[Signature]</u> OF <u>[Signature]</u> AT <u>11:00 A.M. Oct 1</u> 19 <u>75</u> WAS RECORDED IN BOOK <u>69</u> OF <u>Deeds</u> AT PAGE <u>713</u> RECORDS OF CLATSOP COUNTY, WASH.	
<u>[Signature]</u> CLERK	