

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of November, 1975, between ALBERT D. KETCHMARK and KAREN R. KETCHMARK, husband and wife, and BYRON D. BABCOCK and TERRIE A. BABCOCK, hereinafter called the "seller" and husband and wife, DENNIS E. MINER and DEBRA F. MINER, 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 north 21 acres of the following described property: The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 22, Township 2 North, Range 6 E.W.M. and all that portion of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of the said Section 22 lying westerly of the center line of County Road No. 1014 designated as the Woodard Creek Road and northerly of the following described line; beginning at a point 350 feet north of the southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 22; thence east parallel to the south line of said Section 22 to intersection with the center line of County Road No. 1014. North 21 acres to be determined by a south boundary running due east and west. Free of incumbrances, except.

Easements of record.

On the following terms and conditions: The purchase price is NINETEEN THOUSAND and NO/100 - TWO THOUSAND and NO/100 - (\$19,000.00) dollars, of which 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 Seventeen Thousand and No/100 (\$17,000.00) Dollars in monthly installments of One Hundred Thirty-one and 21/100 (\$131.21) Dollars, or more, commencing on the 1st day of December, 1975, and on the 1st 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 of eight percent (8%) 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.

Sellers agree to release by deed to purchasers one acre in the northwest corner of said tract together with an easement over the existing access road connection with County Road No. 1014.

All payments to be made hereunder shall be made at the Columbia Gorge Bank, Stevenson, Washington, or at such other place as the sellers may direct in writing.

The purchaser may enter into possession November 1, 1975

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 amount 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.

Albert D. Ketchmark (Seal)
Karen R. Ketchmark (Seal)
Byron D. Babcock (Seal)
Terrie A. Babcock (Seal)
Di S. M.
Debra F. M.



No. 24015
TRANSACTION ENGINE 101
OUT 201505
Amount Paid \$2,000.00
By Albert D. Ketchmark

STATE OF WASHINGTON,
County of Skamania } ss.

On this day personally appeared before me ALBERT D. KETCHMARK and KAREN R. KETCHMARK, husband and wife, and BYRON D. BABCOCK and TERRIE A. BABCOCK, 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.



WITNESS under my hand and official seal this 23rd day of October, 1975.

Christy D. Bae
Notary Public in and for the State of Washington,
residing at Stevenson, Washington.

81221

Transamerica Title Insurance Co.

A Service of
Transamerica Corporation

Filed for Record at Request of

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

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT:	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

COPIES RESERVED FOR RECORDER'S USE.

I HEREBY CERTIFY THAT THE INSTRUMENT OF WHICH THIS IS A COPY WAS FILED FOR RECORD IN THE COUNTY OF SKAMANIA, WASHINGTON, AT 2:30 P.M. OCT 23, 1975.

WAS RECORDED IN BOOK 69, PAGE 926.

RECORDS OF SKAMANIA COUNTY WASH.

JP Todd
Recorder