

81261

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 20th day of October, 1975, between  
 WERNER OSTERMANN and MARIE J. OSTERMANN,  
 husband and wife, hereinafter called the "seller" and  
 DES VERLEY, a single man, 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, situated in Skamania County,  
 Washington:

Two tracts of land in Government Lot 3 of Section 2, Township 3  
 North, Range 10 E. W. M., as more particularly described on  
 Schedule A attached hereto.

Free of encumbrances, except: easements and rights of way for public roads, and an  
 easement and right of way 30 feet in width for road access and utilities over  
 and across Parcel No. 1 as described on Schedule A hereof.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND and NO/100 -  
 (\$ 15,000.00 ) dollars, of which  
 FOUR THOUSAND and NO/100 - (\$ 4,000.00 ) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Eleven  
 thousand and No/100 (\$11,000.00) Dollars in monthly installments of Two Hundred  
 and No/100 (\$200.00) Dollars, or more, commencing on the 20th day of November,  
 1975, and on the 20th day of each and every month thereafter until the full  
 amount of the purchase price together with interest shall have been paid; provided,  
 however, that the unpaid purchase price plus any interest due shall, in any event,  
 become due and payable on October 20, 1980. The said monthly installments shall  
 include interest at the rate of eight and one-half percent (8½%) per annum com-  
 puted upon the monthly balances of the unpaid purchase price, and shall be applied  
 first to interest and then to principal. The purchaser reserves the right at any  
 time he is 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. Purchaser, for himself, his heirs and assigns, agrees to accept title to  
 said premises subject to the restrictive covenants shown on Schedule B hereof,  
 and it is agreed that sellers, their heirs and assigns, may enforce the same for  
 the benefit of real property retained by them.

All payments to be made hereunder shall be made at Route 2, Box 243-A, Baseline  
 Ground, Washington 98604, or at such other place as the sellers may direct.

The purchaser may enter into possession October 20, 1975.

The property has been carefully inspected by the purchaser, and no agreements or representations con-  
 taining 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 **statutory warranty** deed to the property, exempting any and all which may have been condemned, free of incumbrances except those above mentioned, and any that may arise 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 down payment 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.

*Don Verley* (Seal)  
*Werner Ostermann* (Seal)  
*Marie J. Ostermann* (Seal)  
\_\_\_\_ (Seal)

No. **3657**  
**TRANSACTION EXCISE TAX**

NOV 3 1975  
Amount Paid **150.00**  
*Kathryn Wright*  
Skamania County Treasurer  
By *[Signature]*

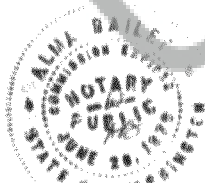


STATE OF WASHINGTON,

County of *Clark* } ss.

On this day personally appeared before me **WERNER OSTERMANN and MARIE J. OSTERMANN**, 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 21 day of October, 1975.

*Anna Bailey*  
Notary Public in and for the State of Washington,  
residing at *Vancouver*



81261

**Transamerica Title Insurance Co**



A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
INDEXED: DIR. <i>6</i>
INDIRECT: <i>6</i>
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE.  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *R. J. [Signature]* OF *Clark* COUNTY, WASHINGTON, IS CORRECT IN BOOK *69* OF *Vol 1* AT PAGE *152* RECORD IN SKAMANIA COUNTY, WASH. *21* OCT 1975  
COUNTY AUDITOR  
*E. [Signature]*



SCHEDULE A

PARCEL NO. 1: (Short Plat Plot "C")

Beginning at an iron rod which is south  $89^{\circ} 20'$  west 600 feet from the southeast corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 2, Township 3 North, Range 10 E. W. M., Skamania County, Washington; thence south  $89^{\circ} 20'$  west 377.34 feet; thence north  $02^{\circ} 08'$  west 598 feet; thence parallel with the north line of said Section 2 north  $88^{\circ} 57'$  east 490 feet; thence parallel with the north-south quarter line of said Section 2 south  $02^{\circ} 08'$  east 210 feet to the southeasterly right of way line of Lakeside County Road, said line being the northwesterly line of a tract of land conveyed to Pacific Power & Light Company by deed dated April 4, 1956, and recorded May 25, 1956, at page 509 of Book 41 of Deeds, Records of Skamania County, Washington; thence south  $29^{\circ} 01'$  west 231.98 feet along said right of way line; thence on a 202.28 foot radius curve right 83.55 feet (the chord of which bears south  $40^{\circ} 51'$  west 82.94 feet) to the northwesterly corner of the tract conveyed to Pacific Power & Light Company aforesaid; thence along the westerly line of the Pacific Power & Light Company tract aforesaid south  $31^{\circ} 15'$  east 139.26 feet to the point of beginning. SUBJECT TO a 60 foot wide County Road deeded easement.

PARCEL NO. 2: (Short Plat Plot "D")

Beginning at a point on the quarter section line south  $02^{\circ} 08'$  east 450 feet from the quarter corner on the north line of Section 2, Township 3 North, Range 10 E. W. M., Skamania County, Washington; thence along said quarter section line south  $02^{\circ} 08'$  east 204.28 feet to the southeasterly right of way line of Lakeside County Road, said line being the northwesterly line of a tract of land conveyed to Pacific Power & Light Company by deed dated April 4, 1956, and recorded May 25, 1956, at page 509 of Book 41 of Deeds, Records of Skamania County, Washington; thence along said right of way line on a 105.39 foot radius curve right 69.16 feet (the chord of which bears south  $44^{\circ} 30'$  west 67.94 feet); thence south  $63^{\circ} 18'$  west 204.80 feet; thence on a 381.97 foot radius curve 100 feet (the long chord of which bears south  $76^{\circ} 48'$  west 99.71 feet); thence south  $78^{\circ} 18'$  west 58.44 feet; thence on a 124.47 foot radius curve left 107.39 feet (the long chord of which bears south  $53^{\circ} 38'$  west 103.88 feet); thence south  $29^{\circ} 01'$  west 30 feet; thence parallel with the north-south quarter section line of the said Section 2 north  $02^{\circ} 08'$  west 605 feet; thence north  $88^{\circ} 57'$  east 298.32 feet to the northwesterly right of way of the Lakeside County Road; thence along said right of way line 78.1 feet along a 154.56 radius curve to the right (the chord of which bears north  $13^{\circ} 43'$  east); thence along said right of way line north  $28^{\circ} 12'$  east 42 feet, more or less, thence south  $31^{\circ} 16'$  east 296.16 feet to the point of beginning. SUBJECT TO a 60 foot wide County Road deeded easement.

PURCHASER:

Des Verley  
DES VERLEY

SELLERS:

Werner Ostermann  
WERNER OSTERMANN

Marie J. Ostermann  
MARIE J. OSTERMANN

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## SCHEDULE B

## RESTRICTIVE COVENANTS:

1. No storage of commercial equipment.
2. No junk cars to be allowed on premises.
3. No objectional construction which is not within the character of rural or residential area.
4. Any construction of buildings shall be completed within 18 months of the starting time.
5. Travel trailers, boats, campers and automobiles in running condition are permitted.
6. Each party shall respect the 30-foot right of way that is existing and on rd in the County of Skamania.
7. Modular or double wide mobile homes will be allowed as long as they are installed on a permanent foundation, and in the theme of permanent living.

SELLERS:

Werner C. Ostermann  
WERNER OSTERMANNMarie J. Ostermann  
MARIE J. OSTERMANN

PURCHASER:

Don Verley  
DES VERLEY