

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of November, 1975, between
LEONARD M. BLACKLEDGE and BETTY MAY BLACKLEDGE,
husband and wife,

hereinafter called the "seller" and

GLENN RICHIE, 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, situate in Skamania County,
Washington:

The Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) EXCEPT the north 80 feet thereof; the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) EXCEPT the south 320 feet of the west 340 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) EXCEPT the north 340 feet of the west 340 feet thereof; the north 160 feet of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$); the east 220 feet of the north 160 feet of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$); and the south 320 feet of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) EXCEPT the west 440 feet thereof; all in Section 35, Township 4 North, Range 7 E. W. M.; said tract containing 28.8 acres, more or less;

TOGETHER WITH an easement and right of way to use in common with others the existing 60 foot road over and across the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 35 as more particularly described in a deed dated June 23, 1970, and recorded November 13, 1970, at page 363 of Book 62 of Deeds, under Auditor's File No. 72902, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is FORTY-THREE THOUSAND TWO HUNDRED and NO/100 - - - - - (\$43,200.00) dollars, of which THIRTEEN THOUSAND TWO HUNDRED and NO/100 - - - - - (\$13,200.00) 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 remaining balance of the purchase price amounting to Thirty Thousand and No/100 (\$30,000.00) Dollars as follows: Ten Thousand and No/100 (\$10,000.00) Dollars plus interest on the unpaid purchase price at the rate of seven and one-half percent (7 $\frac{1}{2}$ %) per annum on February 15, 1976; the further sum of Ten Thousand and No/100 (\$10,000.00) Dollars plus interest on the unpaid purchase price at the rate of seven and one-half percent (7 $\frac{1}{2}$ %) per annum on February 15, 1977; and the remaining balance of the purchase price amounting to Ten Thousand and No/100 (\$10,000.00) Dollars plus interest on the unpaid purchase price at the rate of seven and one-half percent (7 $\frac{1}{2}$ %) per annum on February 15, 1978.

Sellers, for themselves, their heirs and assigns, reserve an easement and right of way for an underground water pipeline one and one-fourth inches in diameter as now constructed and installed in a northerly and southerly direction over and across the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 35, Township 4 North, Range 7 E. W. M.; and purchaser acknowledges the existence and validity of said easement and right of way, and the rights of sellers, their heirs and assigns, to repair and maintain the same.

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, waive; 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 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,

Leonard M. Blackledge (Seal)
Betty May Blackledge (Seal)
Glenn Richie (Seal)



No. 3659
 TRANSACTION EXCISE TAX

NOV 5 1975

Amount Paid \$23.40

By Glenn Richie

By Glenn Richie

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me LEONARD M. BLACKLEDGE AND BETTY M. BLACKLEDGE, husband and wife, and GLENN RICHIE, a single man, to me known to be the individual s 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 4th day of November, 1975.

Shirley Salomon
 Notary Public and for the State of Washington,
 residing at Stevenson, Washington.

81263

Transamerica Title Insurance Co

T A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<u>8</u>
INDEXED: DIR.	<u>0</u>
INDIRECT:	<u>0</u>
RECORDED:	
COMPARED:	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE
 STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THIS WITHIN
 INSTRUMENT OF WRITING, FILED BY
R. J. Salomon
 OF Stevenson, WA
 AT 8:55 A.M. 11-5-1975
 WAS RECORDED IN BOOK 69
 OF 11-5-1975 AT PAGE 258
E. M. Salomon
 COUNTY AUDITOR