

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 17th day of November, 1975, between
 LLOYD A. LASSEY and MARY LOU LASSEY, husband and wife, hereinafter called the "seller" and
 DAVID M. ROSETA and NORMA L. ROSETA, 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:

All that portion of the Southeast Quarter of the Southwest Quarter of the Southwest
 Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E. W. M., lying
 westerly of County Road No. 2028 designated as the Loop Road and northerly of the
 northerly line of a transmission line easement 100 feet in width granted to the
 United States of America for the Bonneville Power Administration's electric power
 transmission lines by deed dated November 27, 1963, and recorded December 9, 1963,
 at page 178 of Book 52 of Deeds, under Auditor's File No. 62507, Records of Ska-
 mania County, Washington; said tract containing 3.01 acres, more or less.

3724

Free of incumbrances, except.

None.

No. _____
TRANSACTION EXCISE TAX

DEC 4 1975

Amount Paid \$5,000.00

Skamania County Treasurer

By _____



On the following terms and conditions: The purchase price is FIVE THOUSAND and NO/100 -
 - - - - - (\$ 5,000.00) dollars, of which
 ONE THOUSAND and NO/100 - - - - - (\$ 1,000.00) 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 purchasers agree to pay the additional sum of One Thousand and No/100 (\$1,000.00)
 dollars on or before January 15, 1976, to be applied on the unpaid purchase price.
 The purchasers agree to pay the remaining balance of the purchase price amounting
 to Three Thousand and No/100 (\$3,000.00) Dollars in monthly installments of One
 Hundred and No/100 (\$100.00) Dollars, or more, commencing on the 15th day of
 February, 1976, and on the 15th 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. The purchasers also agree to pay the further sum of One
 Thousand and No/100 (\$1,000.00) Dollars on or before January 15, 1977, to be ap-
 plied on the unpaid purchase price. Interest shall commence on January 15, 1976.

The purchaser may enter into possession November 17, 1975.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 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 sum 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.

Lloyd A. Lassey (Seal)
Mary Lou Lassey (Seal)
David M. Rose (Seal)
Norman L. Rosser (Seal)

UNITED STATES OF AMERICA,
 STATE OF ALASKA, SS.

THIS IS TO CERTIFY that on this 15th day of December, 1975, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared David M. Rose and Norman L. Rosser to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for Alaska. My commission expires November 13, 1979
 STATE OF WASHINGTON, SS.

County of Skamania

On this day personally appeared before me LLOYD A LASSEY and MARY LOU LASSEY, husband and wife,

to me known to be the individual 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.

I, CLYDE, under my hand and official seal this 17th day of November, 1975.

Clayton
 Notary Public in and for the State of Washington,
 residing at Stevenson, Washington.

81479

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	/
INDEXED	/
FILED	/
RECORDED	/
COMPARSED	/
MAILED	/

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Clayton</u>	
OF <u>Stevenson</u>	
AT <u>10:00 AM</u> <u>Dec. 4</u> <u>1975</u>	
WAS RECORDED IN BOOK <u>70</u>	
OF <u>123</u> AT PAGE <u>123</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Clayton</u>	
COUNTY AUDITOR	