

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of January, 1976, between
 ROBERT L. BROUGHTON and THELMA H. BROUGHTON,
 husband and wife, hereinafter called the "seller" and
 JOHN O. CARLETON and GRETCHEN L. CARLETON,
 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:

A tract of land located in Government Lots 4 and 9 of Section 36, Township 3 North,
 Range 7 1/2 E. W. M., more particularly described as follows: Beginning at a point 418
 feet north of the intersection of the north line of the Henry Shepard D.L.C. and the
 Second Guide Meridian East; thence north 756.5 feet; thence east 287 feet; thence
 south 756.5 feet; thence west 287 feet to the point of beginning;

TOGETHER WITH an easement and right of way over and across the existing private road
 connecting with the county road known and designated as Strawberry Road.

Free of incumbrances, except. An easement for a pipeline for the transportation of natural
 gas, oil and the products thereof granted to the Pacific Northwest Pipeline Corpora-
 tion, a Delaware corporation, by right of way contract dated December 8, 1955, and
 recorded February 6, 1956, at page 82 of Book 41 of Deeds, under Auditor's File No.
 50017, Records of Skamania County, Washington.

AND SUBJECT TO general taxes for 1976 which become due and payable
 on February 15, 1976.

On the following terms and conditions: The purchase price is TEN THOUSAND and NO/100 - -
 - - - - - (\$ 10,000.00) 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 balance of the purchase price in the sum of Nine
 Thousand and No/100 (\$9,000.00) Dollars in monthly installments of One Hundred Nine
 and 20/100 (\$109.20) Dollars, or more, commencing on the first day of February,
 1976, and on the first 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 com-
 puted 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. During the term of this contract the purchasers shall neither cut nor remove
 any merchantable timber standing and being upon said premises without the express
 written consent of the sellers. Sellers agree to deed release a two-acre parcel at
 the north end of said tract when the contract balance has been reduced to Five Thou-
 sand and No/100 (\$5,000.00) Dollars.

If this contract shall be assigned by the purchasers the above stated interest rate
 shall be increased to nine and one-fourth percent (9 1/4%) per annum.

The purchaser may enter into possession January 1, 1976.

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 fire 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 to 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 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.

Robert L. Broughton (Seal)
Thelma M. Broughton (Seal)
John E. Mitchell (Seal)
William L. Carson (Seal)



3802

No. 3802
TRANSACTION EXCISE TAX

JAN 26 1976

Amount Paid \$8.00

Skamania County Treasurer

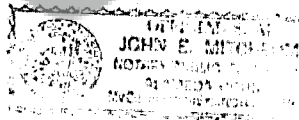
By Robert L. Broughton
 SS.

CALIFORNIA
 STATE OF WASHINGTON

County of Alameda

On this day personally appeared before me ROBERT L. BROUGHTON and THELMA M. BROUGHTON, 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 23 day of January, 1976.



John E. Mitchell
 Notary Public in and for the State of Washington, California
 residing at 1319 High Street
 Alameda, California 94501

81657

Transamerica Title Insurance Co

FF A Service of
 Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED <u>2</u>
INDEXED: DISL <u>6</u>
INDIRECT <u>6</u>
RECORDED <u>6</u>
COMPARED <u>6</u>
MAILED <u>6</u>

IN THIS SPACE REGISTERED RECORDERS USE COUNTY OF SKAMANIA 1-26	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>Robert L. Broughton</u> OF <u>Alameda, Cal.</u> AT <u>11:50 A.M.</u> <u>1-26-1976</u> WAS RECORDED IN BOOK <u>70</u> OF <u>Alameda</u> AT PAGE <u>341</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>John E. Mitchell</u> COUNTY AUDITOR BY <u>John E. Mitchell</u>	