

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 24th day of February, 1976, between

FRANK W. LAMB and CLARA S. LAMB, husband and wife,  
GEORGE R. TESTER and BARBARA TESTER,  
husband and wife,hereinafter called the "seller" and  
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:

Commencing at a point 68 feet south of the northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 6 E. W. M. which point is in the center of the county road known as the Skelton Road; thence following the center of said Skelton Road in a westerly direction 630 feet; thence continuing along the center line of said Skelton Road in a southerly direction a distance of 550 feet; thence east 220 feet to the center of the county road known as the Butler Road; thence following the center line of said Butler Road in a southeasterly direction 192 feet to the intersection with the east line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 34; thence north to the place of beginning, containing 6 acres, more or less.

Free of incumbrances, except. None.

TOGETHER WITH the right to use one half of the waters flowing from an existing developed spring on said premises; RESERVING to the sellers, their heirs and assigns, the remaining one-half interest in said waters and an easement and right of way for a water pipeline not exceeding 13 inches in diameter and the right to install and maintain the existing reservoir approximately 8 feet square adjacent to said spring. (Surface Water Certificate No. 10601)

On the following terms and conditions: The purchase price is TEN THOUSAND and NO/100 - - - (\$10,000.00) 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 purchasers agree to pay the balance of the purchase price in the sum of Six Thousand and No/100 (\$6,000.00) Dollars in monthly installments of Two Hundred Seventy-one and 37/100 (\$271.37) Dollars, or more, commencing on the 1st day of April, 1976, 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.

No. 3871

TRANSACTION EXCISE TAX

MAR 1 1976

Amount Paid 100.00

By Skamania County Treasurer

By

The purchaser may enter into possession March 1, 1976.

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 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 a 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

delivered 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 which 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.

Frank W. Lamb (Seal)  
Clara B. Lamb (Seal)  
Barbara T. Lamb (Seal)



STATE OF WASHINGTON, }  
 County of Skamania } ss.

On this day personally appeared before me FRANK W. LAMB and CLARA B. LAMB, 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 24th day of February, 1976.



Robert G. Salomon  
 Notary Public in and for the State of Washington,  
 residing at Stevenson, Washington.

81793

# 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: DTL	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT IS FILED FOR RECORD BY  
Robert G. Salomon  
 OF Stevenson, WA  
 AT 8:15 A.M. - 1 - 1976  
 WAS RECORDED IN BOOK 80  
 ON Sheet AT PAGE 548  
 RECORD OF SKAMANIA COUNTY, WASH  
Robert G. Salomon  
 Notary Public