## REAL ESTATE CONTRACT

For Uniseproved Property

day of THIS CONTRACT, made this 15th

June, 1976,

between

BILLY DEAN LYONS and MARIHA MARIK LYONS, husband and wife,

hereinafter called the "seller" and

NOLPH R. TATE and LEGUA M. TATE. husband and wife,

hereinafter cilled the "pay miser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agreed to purchase of the

eller the following described real estate with the appurtenances, situate in Washin ton:

Skamunia

The cast 800 feet of the north 546 feet of the Hortheast Quarter (HEE) of Section 35, Township 3 North, Range 7 5. M. H.; EXCEPT the east 400 feet themeo!:

said tract containing 5.01 acres, more or less.

TOGETHER WITH all water rights to the existing spring on the east boundary of said property.

RESERVING to the sellers, their heirs and assigns, Free of incumbrances, except. an easement and right of way for a public road 30 feet wide as constructed and for utilities over and across said real property.

On the following terms and conditions: The purchase price is and no/100 - 12.500.00 3 2000 m (\$ 12,500.00 ) dollars, of which (\$2,000.00 Two Thousand and no/100 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said porchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Ten Thousand Five Hundred and no/100 (\$10,500.00) Dollars in monthly installments of One Hundwed and no/100 (\$100.00) Dollars, or wore, commencing on the 15th day of July, 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 conthly installments shall include interest at the rate of eight per-cent (8%) per ansum 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.

This contract shall not be assigned without the express written consent of the sellers and any purported assignment thereof without such consent shall be null and void.

The purchaser may enter into possession June 15, 1976.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining therett, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: 1/2 pay before delinquency all taxes and assessments assumed by him, if any, and any which map, as between //antor 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 anch taxes or assessment/, the seller may pay them, and the decounts 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 probable to any above sinks of the rather than the per cent per annum until paid, without prilludice 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 spilure 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 corchasing spid 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 the the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the furchaser a **Statisticity varienty** deed to the property, excepting any part which may have been condemned, face of incumbrantes except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transomerica Title Insurance Company standard form purchaser's this policy when the purchaser shall have paid the purchase price in full insuring the title to said properly with liability the same as the above purchase price, free from incumbrance except any which are assumed by the purchaser of 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 piomptly at the time and in he manner herein required, the heller may elect to declare all of the purchaser's rights hereunder terminated. Open 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 reenter and take possession of the property; and if the seller after such forfeiture slight 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-raid, return receipt requested, directed to the purchaser at his address last known to the seller.

sted, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and leaded this contract the day and year. Arst above wenten

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With the 12	A service	Lieu	(Seal)
JAME.	Sign	<u> </u>	(Seal)
Sen m	Date		(Seal)

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STATE OF WASHINGTON,

Cenaty of Skamania

On this day personally appeared before me by LLY DEAN LYONS and MARTHA MARTE LYONS, husband and wate,

to me known to be the individual a described in and who executed the within and foregoing instrument, and atknowledged that they signed the same as their free and voluntary act and deed, for the

used and purposes therein mentioned.
GIVEN under my hand and official seal this

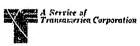
21st say of June 1976.

Nevery Public in and for the State of Washington, residing at Stevenson therein.

MAILER PARHIMETER

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## Transamerica Title Insurance Go



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