

82426

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of July, 1976, between
 G. W. HUTCHINSON and PHYLLIS HUTCHINSON, husband
 and wife, and ELMER W. POSER, a single man,
 hereinafter called the "seller" and
 LLOYD A. GOAD, 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:

Beginning at the southeast corner of the North Half of the South Half of the
 Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 34, Township
 2 North, Range 5 E. W. M.; thence north 89° 29' 03" west along the south line of
 said N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 34, 261.82 feet to the south
 point of beginning; thence continuing north 89° 29' 03" west 479.85 feet; thence
 north 01° 11' 36" east parallel with the east line of the S $\frac{1}{2}$ of said Section 34,
 328 feet, more or less, to the centerline of Mabae Mines County Road; thence east-
 erly along said road to a point which bears north 01° 11' 36" east from the true
 point of beginning; thence south 01° 11' 36" west parallel to the east line of said
 road, 472 feet, more or less, to the true
 point of beginning.

Free of incumbrances, except: An easement for a natural gas pipeline and rights of
 way for County Road No. 1112 designated as the Mabae Mines Road.

On the following terms and conditions: The purchase price is FIVE THOUSAND SEVEN HUNDRED and
 NO/100 - (\$5,700.00) dollars, of which
 FIVE HUNDRED and NO/100 - (\$500.00) 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 balance of the purchase price in the sum of Five
 Thousand Two Hundred and NO/100 (\$5,200.00) Dollars in monthly installments of
 Fifty and NO/100 (\$50.00) Dollars, or more, commencing on the first day of August,
 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 computed upon the monthly balances of the unpaid purchase price, and
 shall be applied first to interest and then to principal. The purchaser reserves
 the right at any time he is 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.

Purchaser agrees, except for building purposes, to neither cut nor remove any
 Douglas fir trees growing on said premises until the purchase price has been re-
 duced to Two Thousand Six Hundred and NO/100 (\$2,600.00) Dollars.

The purchaser may enter into possession on July 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 tax 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

SHORT PLAT APPROVAL ON FILE
 BOOK 1 PAGE 17

Deputy County Auditor

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.

Elmer W. Poser (Seal)
G. W. Hutchinson (Seal)
Phyllis Hutchinson (Seal)
Elmer W. Poser (Seal)



4099
 No. 1
 THE WASHINGTON COUNTY TAX

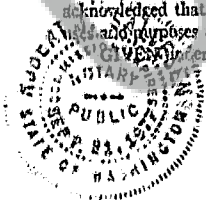
JUN 25 1976
 Amount \$ 100.00
 Each year \$ 100.00
 By Samuel J. [Signature]

STATE OF WASHINGTON,

County of Skamania

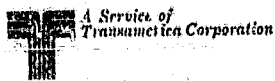
On this day personally appeared before me G. W. Hutchinson and Phyllis Hutchinson, husband and wife, and Elmer W. Poser, a single man, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

I, _____, Notary Public in and for the State of Washington, residing at Stevenson, Washington, do hereby certify that the foregoing instrument was duly executed by the within and foregoing parties on the 8th day of June, 1976.



82426

Transamerica Title Insurance Co.



Filed for Record at Request of

Name _____
 Address _____
 City and State _____

REGISTERED
INDEXED: IN
INDIRECT
RECORDED
COMPARED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY K. [Signature] OF Stevenson, WA AT 2:10 P.M. 6-29-76 WAS RECORDED IN BOOK 71 OF 1000 AT PAGE 169 RECORD OF SKAMIA COUNTY, WASH.

[Signature] COUNTY AUDITOR