

82510

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 18th day of June, 1976,

between

JOSEPH R. SMITH and LOEVA M. SMITH,
husband and wife,

hereinafter called the "seller" and

RAYDALL L. HOPKINS and JULIE R. HOPKINS, husband and
wife, and BOYD L. HOPKINS, 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:

A parcel of land in the Northeast Quarter of the Northeast Quarter of Section 29 and in the Northwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 E. W. M., more particularly described on Exhibit A attached hereto.

4132

Free of incumbrances, except. Easements and rights of way of record.

No. TRANSACTION EXCISE TAX

JUL 19 1976

Amount Paid \$155.00
Raydall L. Hopkins
 Skamania County Recorder
Thomas J. Smith

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND FIVE HUNDRED and NO/100 ----- (\$ 15,500.00) 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 purchasers agree to pay the balance of the purchase price in the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars in monthly installments of One Hundred Fifty and No/100 (\$150.00) Dollars, or more, commencing on the fifth day of July, 1976, and on the fifth 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 ten per-cent (10%) 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 unpaid purchase price, plus any interest then due, shall in any event become due and payable on June 18, 1983.

The purchaser may enter into possession June 18, 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 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 agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability 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.

Randall L. Hopkins (Seal)
Julie P. Hopkins (Seal)
Bayle J. Hopkins (Seal)
Joseph R. Smith (Seal)

STATE OF WASHINGTON,

County of CLARK

ss.

On this day personally appeared before me JOSEPH R. SMITH and LOEVA M. SMITH, his 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

19th day of July 1976

William J. Lawrence
 Notary Public in and for the State of Washington,
 residing at Washington

82510



Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....
 Address.....
 City and State.....

REGISTERED	6
INDEXED	6
IN DIRECTOR'S	
RECORDED	
COMPLETED	

STATE OF WASHINGTON	
COUNTY OF SHAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>R. J. Lawrence</i>	
OF <i>Shamania, Id.</i>	
AT	3:25 PM 7-19-1976
WAS RECORDED IN BOOK 71	
OF <i>Shamania</i> AT PAGE 232	
RECORDS OF SHAMANIA COUNTY, WASH.	
<i>L. P. Wood</i>	
REGISTERED AUDITOR	
<i>E. Maynard</i>	

EXHIBIT A

VEHICLE DESCRIPTION

A parcel of land in the Northeast Quarter of the Northeast Quarter of Section 29 and in the Northwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at a point on the west line of the Northeast Quarter of the Northeast Quarter of Section 28 north 00° 29' 00" east 321.46 feet from the southwest corner thereof; thence north 00° 29' 00" east 500.85 feet; thence south 87° 36' 07" east 708.20 feet to the centerline of the Duncan Creek County Road; thence following said centerline along the arc of a 150 foot radius curve to the left (the incoming tangent of which is south 21° 49' 46" east) for an arc distance of 110.58 feet; thence along the arc of a 300 foot radius curve to the right for an arc distance of 213.80 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 86.42 feet; thence south 72° 44' 54" east 171.50 feet; thence along the arc of a 235 foot radius curve to the right for an arc distance of 113.40 feet; thence along the arc of a 183 foot radius curve to the left for an arc distance of 147.24 feet; thence along the arc of a 150 foot radius curve to the right for an arc distance of 156.72 feet; thence north 96° 07' 00" west parallel with the south line of said Northeast Quarter of the Northeast Quarter 1517.21 feet to the point of beginning. Containing 11.86 acres, more or less.

EXCEPT County roads.



EXHIBIT A
Legal Description
Real Estate Contract dated June 18, 1976
Smith - Hopkins
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