

2454

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of July, 1976, between

THOMAS J. TUCKER and CORRINE A. TUCKER,  
 husband and wife,  
 DOUGLAS P. MCKENZIE and DARYL L. PETERSON,  
 partners doing business as M & P Enterprise,

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:

Beginning at the southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 27, Township 2 North, Range 6 E. W. M.; thence south 88° 55' 59" east as measured along the south line of said SW $\frac{1}{4}$  1270.00 feet; thence north 01° 05' 09" east parallel to the west line of said SW $\frac{1}{4}$  750.72 feet to the true point of beginning; thence north 88° 15' 42" west 617.11 feet to the centerline of Road "A"; thence northeasterly along the centerline of Road "A" to the intersection of the centerlines of Road "A" and Road "B", said point being north 01° 05' 09" east 1375.60 feet and south 88° 55' 59" east 1295.03 feet from the southwest corner of said SW $\frac{1}{4}$ ; thence southeasterly along the centerline of Road "A" to a point which bears north 74° 28' 40" east 583.32 feet from the true point of beginning; thence south 74° 28' 40" west 583.32 feet to the true point of beginning: Containing 10.4 acres, more or less.

SUBJECT TO easements of record.

On the following terms and conditions The purchase price is THIRTEEN THOUSAND and NO/100 - (\$ 13,000.00 ) dollars, of which FOUR HUNDRED and NO/100 - (\$ 400.00 ) 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 Twelve Thousand Six Hundred and No/100 (\$12,600.00) Dollars in monthly installments of One Hundred and No/100 (\$100.00) Dollars, or more, commencing on the 15th day of August, 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 monthly installments shall include interest at the rate of eight per-cent (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. The purchasers shall have the privilege of skipping not more than three (3) monthly installments in any calendar year while this contract shall remain in full force and effect. Should the purchasers skip any installment or installments as provided herein, interest at the rate of eight per-cent (8%) per annum shall nevertheless accumulate and be payable from the next installment falling 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 July 15, 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 to 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

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 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

*Thomas J. Tucker* (Seal)  
*Corrine A. Tucker* (Seal)  
*Douglas P. McRae* (Seal)  
*Wayne L. Peterson* (Seal)



STATE OF WASHINGTON,

County of Shamania

On this day personally appeared before me THOMAS J. TUCKER and CORRINE A. TUCKER, 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 26th day of July, 1976.

*Robert Peterson*  
 Notary Public in and for the State of Washington,  
 residing at Stevenson therein.

**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	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON	15
COUNTY OF SHAMANIA	
THIS SPACE RESERVED	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY.....	
<i>Robert Peterson</i>	
ON <u>26th</u> <u>July</u> 1976	
AT <u>26th</u> <u>July</u> 1976	
WAS RECORDED IN BOOK <u>71</u>	
ON <u>26th</u> <u>July</u> 1976	
AT <u>26th</u> <u>July</u> 1976	
RECORDS OF SHAMANIA COUNTY, WASH.	
<i>Robert Peterson</i>	
COUNTY AUDITOR	
<i>E. M. M. M.</i>	