

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of September, 1976

between

ROBERT COLE and HELEN R. COLE, husband & wife hereinafter called the "seller" and  
 JUANITA BAKER, a single woman 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:

All that portion of the East Half of the Northeast Quarter  
 (E $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 15; Township 2 North, Range 5, E. W. M.,  
 lying southeasterly of County Road Number 1106 designated  
 as the Washougal River Road.

Free of incumbrances, except. Easements and rights of way for the Washougal River  
 Road and for the North Bonneville-Vancouver trans-  
 mission line easement.

On the following terms and conditions: The purchase price is Seventeen Thousand Eight Hundred  
 Fifty and NO/100ths - - - - - (\$ 17,850.00 ) dollars, of which  
 - - - - - Two Thousand Five Hundred - - - (\$ 2,500.00 ) 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 \$15,350.00 dollars in monthly instalments of \$132.00 dollars,  
 or more commencing on the 15th day of October 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 instalments shall include interest at the rate of nine per-  
 cent (9%) 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 she 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 in-  
 terest, then due.

No. 1221  
 TRANSACTION EXCISE TAX

SEP 16 1976

Amount Paid 1785

The purchaser may enter into possession September 15, 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 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.

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 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, 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.

*[Signature]* (Seal)  
*[Signature]* (Seal)  
*[Signature]* (Seal)  
*[Signature]* (Seal)

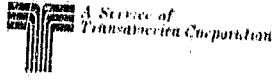
STATE OF WASHINGTON

County of CLARK } ss.

On this day personally appeared before me H. ROBERT COLE and HELEN M. COLE, husband and wife, to me known to be the individual 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 12th day of September, 1970

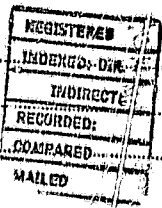
*[Signature]*  
Notary Public in and for the State of Washington,  
residing at VANCOUVER, WASH.

# Transamerica Title Insurance Co



Filed for Record at Request of

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_



COUNTY OF CLATSOP, WASH.  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY \_\_\_\_\_  
OF \_\_\_\_\_  
AT \_\_\_\_\_ 1970  
WAS RECORDED IN BOOK \_\_\_\_\_  
OF \_\_\_\_\_ AT PAGE \_\_\_\_\_  
RECORDS OF CLATSOP COUNTY, WASH.  
COUNTY AUDITOR  
BY \_\_\_\_\_