82235

BOOK 71 PAGE 23

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 17th day of December, 1975, between JOHN W. TOL and LaRENA C. TOL, husband and wife, hereinafter called the "seller" and JULIA O. THOMAS, as her separate estate, 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 a 3/4 inch iron pipe north 01° 27' 50" west 786.76 feet from the centerline of the railroad overpass on the west line of the Johnson D.L.C.; thence south 16° 46' 08" east parallel to the west line of the said Johnson D.L.C. 300.06 feet to the northerly boundary of State Road 14; thence south 65° 06' 11" west along the said northerly boundary 209.78 feet, more or less, to the said west line of the Johnson D.L.C.; thence northwesterly along said west line 341.59 feet to a point that bears south 76° 30' 09" west from the point of beginning; thence north 76° 30' 09" east 208.01 feet, more or less, to the point of beginning; said tract consisting of 1.5 acres, more or less.

Free of incumbrances, except: None.

No. 4051
TRANSACTION EXCISE TAX
JUN 4 – 1976
Amount Paid $ None
Skamania County Treasurer
By Karen D. Wiggins Dep.

On the following terms and conditions: The purchase price is NINE THOUSAND and NO/100 - ($ 9,000.00) dollars, of which ONE THOUSAND SEVEN HUNDRED FIFTY and NO/100 - - - - - - - - ($ 1,750.00) 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 remaining balance of the purchase price amounting to Seven Thousand Two Hundred Fifty and No/100 ($7,250.00) Dollars without interest as follows: The sum of Three Thousand Six Hundred Twenty-five and No/100 ($3,625.00) in two equal installments due June 1, 1976, and January 10, 1977. The following restrictions shall apply to said real property: No fence more than five feet in height shall be erected surrounding the property; the purchaser further agrees to join the sellers in annexing said premises to the town of North Bonneville, Washington, and purchaser agrees to comply with all municipal ordinances which may hereinafter be imposed on real property within the town limits; purchaser further agrees to construct a septic tank on the westerly portion of said premises in order to avoid contamination of sellers' well.

SHORT PLAT APPROVAL ON FILE
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DEPUTY COUNTY AUDITOR

The purchaser may enter into possession immediately.

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 extend in procuring such money.

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

Official Copy

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 covering purchaser's interest on or before May 1, 1976, 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.

Hugh A. Swaggerty witness to the signature of Julia C. Thomas

Julia C. Thomas (Seal)

(Seal)

John W. Tol (Seal)

Larena C. Tol (Seal)

JUN 1976
RECEIVED
SKAGIT COUNTY
ASSESSOR
SEDRO-WOOLLEY, WASH.

STATE OF WASHINGTON,
County of Whatcom } ss.

On this day personally appeared before me JOHN W. TOL and LARENA C. TOL, husband and wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of April, 1976.

Notary Public in and for the State of Washington, residing at Goldendale

NOTARY PUBLIC STATE OF WASHINGTON

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON
COUNTY OF SKAGIT } RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

Transamerica Title Ins. Co.

Mount Vernon, Wash.

AT 10:56 A.M. June 4 19 76

WAS RECORDED IN BOOK 71 OF Deeds AT PAGE 67

RECORDS OF SKAGIT COUNTY, WASH.

Lucy Todd
COUNTY AUDITOR

By E. Bridges

Unofficial Copy