

83417

# EAL ESTATE CONTRACT For Unimproved Property

BOOK 71 PAGE 143

SK-7460

THIS CONTRACT, made this 1st day of November, 1976 between  
RONALD G. WEINGARTEN & BILLIE JO WEINGARTEN, hereinafter called the "seller" and  
KENNETH R. SMITH & SHIRLEY A. SMITH, 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 point that is South 1° 00' 38" West 757 feet from the  
Northeast corner of the Southeast Quarter of Section 36, Township 2  
North, Range 5 E.W.H., thence South 1° 00' 38" West 278.57 feet  
along the East line of the Section 36, thence West 1,320 feet more or  
less to the West line Northeast Quarter of the Southeast Quarter of  
Section 36, thence North along said West line 278.57 feet more or less  
to a point 757 feet South of the North line of said Section 36, thence  
East 1,320 feet more or less to the point of beginning.

Free of incumbrances, except:

Easements, Reservations & Restrictions of Record if any.

On the following terms and conditions: The purchase price is Fifteen Thousand Three Hundred  
and no/100----- (\$15,300.00) dollars of which  
Three Hundred and no/100----- (\$300.00) dollars  
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
purchase price as follows: Monthly interest payments only from date of closing at  
the rate of 9% per annum to 6-1-77. First interest payment shall be due 12-1-76.  
On 6-1-77 in addition to interest due, the Purchaser agrees to make a \$1000  
principal payment, and thereafter agrees to begin making regular monthly payments  
of \$113.30 or more which include principal and interest at the above mentioned  
rate, first principal and interest payment to be due 7-1-77 and each month there-  
after until the balance of this contract is paid in full. In addition to the  
above described payment, the purchaser agrees to make an additional principal  
payment of \$1000 on or before 6-1-78.

No part of this contract shall be removed without the consent of the seller,  
or until three-fourths (3/4) of the principal unpaid balance has been paid.

No. 4309  
TRANSACTION EXCISE TAX

NOV 5 - 1976  
Amount Paid: 753

Skamania County Treasurer

The purchaser may enter into possession upon recording of contract. 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 assessed 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, in 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 **FULFILLMENT WARRANT** 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 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.

*Harold E. Smith* (Seal)  
*Shirley A. Smith* (Seal)  
*Bea G. Weingarten* (Seal)  
*Ronald G. Weingarten* (Seal)



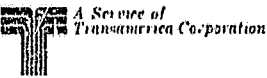
STATE OF WASHINGTON, } ss.  
County of Clallam

On this day personally appeared before me *RONALD G. WEINGARTEN, a Notary Public in and for the State of Washington*, and *BEA G. WEINGARTEN, SHIRLEY A. SMITH*, to me known to be the individual(s) 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 *15th* day of *November*, 1976.  
*Ronald G. Weingarten*  
Notary Public in and for the State of Washington,  
residing at Vancouver

83117

**Transamerica Title Insurance Co**



Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED <i>6</i>
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDERS USE COUNTY OF CLALLAM 1976	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u><i>Shirley A. Smith</i></u> OF <u><i>Seattle, Washington</i></u> AT <u><i>11:45</i></u> A.M. <u><i>11-15</i></u> , 1976 WAS DEPOSITED IN BOOK <u><i>71</i></u> OF <u><i>66-1</i></u> CLALLAM COUNTY, WASH. <u><i>11-15-1976</i></u> BY AUDITOR <u><i>[Signature]</i></u>	