

83121

CORRECTION INSTRUMENT

BOOK 71 PAGE 46

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 8th day of October, 1974, between

NELLIE E. BEVANS, a widow,

hereinafter called the "seller" and

ELDON L. SCHALK and SHARON E. SCHALK,
husband and wife,

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 of Lots 2, 6, 7, 8, 9, 10 and 11, and Lot 3 EXCEPT the east 60 feet thereof, of HOODVIEW HOME SITES according to the official plat thereof on file and of record at page 122 of Book A of Plats, Records of Skamania County, Washington; and

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section 19, Township 3 North, Range 10 E. W. M. more particularly described in a deed dated January 29, 1964, and recorded at page 341 of Book 52 of Deeds, Records of Skamania County, Washington, EXCEPT that portion thereof platted as HOODVIEW HOME SITES aforesaid.

Free of incumbrances, except. Easements of record.

4311

No. _____

TRANSACTION EXCISE TAX

NOV. 8 - 1976

Amount Paid \$ 14,000.00

Skamania County Treasurer

By _____

On the following terms and conditions: The purchase price is Fourteen Thousand and No/100 -

One Thousand and No/100 - (\$ 14,000.00) dollars, of which
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 Thirteen Thousand and No/100 (\$13,000.00) Dollars in annual installments of One Thousand and No/100 (\$1,000.00) Dollars, or more, commencing on the 8th day of October, 1975, and on the 8th day of October of each and every year thereafter until the full amount of the purchase price has been paid. The unpaid purchase price shall bear interest at the rate of eight percent (8%) per annum computed on the diminishing principal basis, and said interest shall be payable annually commencing on the 15th day of June, 1975, and on the 15th day of each and every June thereafter until the full amount of the purchase price shall have been paid. 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.

This instrument is executed by the parties hereto for the purpose of correcting the legal description in a real estate contract dated October 8, 1974, and recorded October 8, 1974, at page 768 of Book 67 of Deeds, under Auditor's File No. 78304, Records of Skamania County, Washington.

The purchaser may enter into possession October 8, 1974.

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 and reserving 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.

Nellie E. Bevans (Seal)
Ellen L. Schall (Seal)
Sharon A. Schall (Seal)
 _____ (Seal)



STATE OF WASHINGTON } ss.
 County of _____

On this day personally appeared before me **NELLIE E. BEVANS**

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

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

83121

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

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

REGISTERED ☒
 INDEXED-DIRECT ☒
 INDIRECT ☒
 RECORDED ☒
 COMPARED ☒
 FEB

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY
Ellen L. Schall
 OF Skamania County, WA
 AT 9:45 A.M. 11-8 1976
 WAS RECORDED IN BOOK 11
 OF Rec'd AT PAGE 846
Ellen L. Schall
 COUNTY AUDITOR