

REAL ESTATE CONTRACT

SK-7459

For Unimproved Property

THIS CONTRACT, made this 3rd day of November, 1976

between

DONALD A. COCHRAN, as his separate property,

hereinafter called the "seller" and

JAMES L. PILLER & KATHLEEN P. PILLER,

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:

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) Section 22, Township 3 North, Range 3 E. W. M., described as follows:

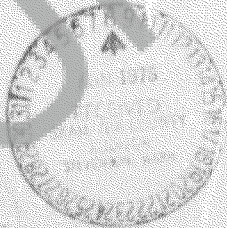
Beginning at the southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 22; thence north 0 33' 51" east 230.00 feet; thence south 89 53' 28" west to the center line of Kelly-Hanks Road; thence southwesterly along said center line to a point on the south line of said Section 22; thence north 89 46' 57" east to the point of beginning. EXC $\frac{1}{2}$ county roads.

Free of incumbrances, except

Restrictions, Reservations of Record or any

On the following terms and conditions: The purchase price is \$1,500.00 (one thousand five hundred and no/100ths) dollars, of which \$1,000.00 (one thousand and no/100ths) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Five hundred and no/100ths (\$500.00) dollars to be paid by purchaser on or before the date of recording of this contract.

The balance of the purchase price shall be paid by purchaser in monthly installments of \$100.00 (one hundred and no/100ths) dollars per month or more, which includes interest and principal at the rate of 8% per annum on the unpaid principal balance. The first payment is due and payable on the first day of this month, and all other payments are to be made on the first day of each month thereafter until the balance of the purchase price is paid.



4313

No. TRANSACTION EXCISE TAX

NOV 8 - 1976

Amount Paid \$1,000.00

Skamania County Treasurer

By *Richard A. Smith, 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 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 Fulfillment 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 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.

[Signature] (Seal)
Kathleen F. Fisher (Seal)
Donald A. Cochran (Seal)
..... (Seal)

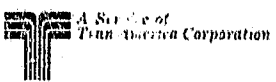
STATE OF WASHINGTON }
County of *Crow* }

On this day personally appeared before me *ORVILLE A. COCHRAN*
to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as *DAVE* free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this *3rd* day of November, 1970

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

83125

Transamerica Title Insurance Co



Filed for Record at Request of

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

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS DOCUMENT IS FOR RECORDING USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Wm. C. Allen, Jr.
OF *Skamania Co.*
AT *2:30 P.M.* 11/9/70
WAS RECORDED IN BOOK
112 AT AGE *249*
RECORDS OF CLATSOP COUNTY, WASH.
[Signature]
COUNTY AUDITOR