

80286

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REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of November, 1976 between

JOHN G. ALLINGER and DOROTHY E. ALLINGER, hereinafter called the "seller" and

husband and wife,

JAMES C. BAILEY and BARBARA L. BAILEY, hereinafter called the "purchaser,"

husband and wife

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,

Two tracts of land in the West Half of the Southeast Quarter of the Northwest Quarter (W 1/2 SE 1/4 NW 1/4) of Section 21, Township 3 North, Range 8 East W.M., described on Schedule "A" attached hereto and incorporated herein by reference.

Free of incumbrances, except.

NONE.

SHORT PLAT APPROVAL ON FILE

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DEPUTY COUNTY AUDITOR

4336

TRANSACTION EXCISE TAX

NOV 1 9 1976

Amount Paid \$20,000.00

Skamania County Treasurer

By Cash, the full purchase price of the above described property.

On the following terms and conditions: The purchase price is

Twenty Thousand and no/100----- (\$ 20,000.00) dollars, of which

Six Thousand and no/100----- (\$ 6,000.00) 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 purchasers shall have the right and privilege at any time on or after January 1, 1977 to pay any part or all of the unpaid purchase price, together with any interest due; but the purchasers agree in any event to pay the full amount of the purchase price together with any interest due on or prior to November 15, 1985. The unpaid purchase price amounting to \$14,000.00 will bear interest at the rate of Four Per Cent per annum (4%) payable on the 15th day of November, 1977, and on the 15th day of November of each and every year thereafter until the full amount of the purchase price shall have been paid.

Sellers agree to release by deed in partial fulfillment of this contract any lot consisting of 12,000 square feet in area on payment by the purchasers of the additional sum of \$3,000.00 for each such lot so released; and purchasers agree to pay for all expenses, including Short Plat fees, which may be incurred in the preparation and recording of deed releases as aforesaid.

The purchaser may enter into possession on November 15, 1976.

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 the seller's right of action 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 credited 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** and 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 of agreement hereof promptly at the time and in the manner hereby 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.

John G. Allinger (Seal)
Dorothy E. Allinger (Seal)
John G. Allinger (Seal)
Dorothy E. Allinger (Seal)



STATE OF WASHINGTON,
 County of Skamania

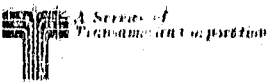
On this day personally appeared before me **JOHN G. ALLINGER and DOROTHY E. ALLINGER, husband and wife, known as the "Sellers"** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of November, 1976

Robert J. Salomon
 Notary Public in and for the State of Washington,
 residing at Stevenson, Washington.

83186

Transamerica Title Insurance Co



Filed for Record at Request of

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

REGISTERED
 INDEXED
 RECORDED
 COMPAILED
 MAILED

WITH THE DEPARTMENT OF REVENUE
 COUNTY OF SKAMANIA, WASH.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR INSTRUMENTS BY _____

WAS RECORDED IN BOOK _____

ON _____ AT PAGE _____

RECORDS OF SKAMANIA COUNTY, WASH.

BY _____

SCHEDULE "A"

Real Estate Contract dated November 15, 1976, between JOHN C. ALLINGER and DOROTHY E. ALLINGER, husband and wife, as Sellers, and JAMES C. BAILEY and BARBARA L. BAILEY, husband and wife, as Purchasers, consisting of the following described real property:

LOT NO. 1:

A tract of land located in the West half of the Southeast quarter of the Northwest quarter (W 1/2 SE 1/4 NW 1/4) of Section 21, Township 3 North, Range 8 East W.M., described as follows:

Beginning at the Southwest corner of the SE 1/4 of NW 1/4 of Section 21, Township 3 North, Range 8 East W.M.; Thence N 0°48'57" E 1104.81 feet along the west line of said SE 1/4 of NW 1/4; Thence S 88°05'29" E 30 feet to the Initial Point of the tract hereby described; Thence N 0°48'57" E 186.81 feet to a point 40 feet distant southerly from the north line of the SE 1/4 NW 1/4; Thence S 88°05'29" E 229.04 feet; Thence S 0°57'22" W 186.21 feet; Thence N 88°05'29" W 229 feet more or less to the Initial Point.

Contains 0.98 acre more or less.

LOT NO. 4:

A tract of land located in the West half of the Southeast Quarter of the Northwest quarter (W 1/2 SE 1/4 NW 1/4) of Section 21, Township 3 North, Range 8 East W.M., described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 8 East W.M.; Thence North 0°48'57" East 520 feet along the west line of said SE 1/4 of NW 1/4; Thence S 86°58'42" E 30.03 feet to the Initial Point of the tract hereby described; Thence N 0°48'57" E 130 feet; Thence S 86°58'42" E 110 feet; Thence N 0°48'57" E 220 feet; Thence N 86°58'42" W 110 feet; Thence N 0°48'57" E 186.18 feet; Thence S 88°05'29" E 228.58 feet; Thence S 0°57'22" W 190.6 feet; Thence S 88°05'29" E 417.4 feet more or less to the east line of the W 1/2 SE 1/4 NW 1/4; Thence S 0°57'22" W 409.26 feet to a point 520 feet north of the South line of the SE 1/4 NW 1/4; Thence N 86°58'42" W 225.77 feet; Thence N 0°48'57" E 100 feet; Thence N 86°58'42" W 300 feet; Thence S 0°48'57" W 100 feet; Thence N 86°58'42" W 120 feet to the Initial Point.

Contains 5.73 acres more or less.

John C. Allinger
Dorothy E. Allinger

James C. Bailey
Barbara L. Bailey