

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 26<sup>th</sup> day of November, 1976 between  
 H. ROBERT COLE and HELEN R. COLE, husband and wife, and ARTHUR C.  
 BEAGLE and DOLORES Y. BEAGLE, husband & wife, hereinafter called the "seller" and  
 LAURENCE GRABER & JOELIA GRABER, husband and wife, & ROBERT L. RICHARDSON  
 & MARY LOU RICHARDSON, husband & 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:

That portion of the Northwest quarter of the Southeast  
 quarter and the Northwest quarter of the Northeast  
 quarter of the Southeast quarter of Section 18,  
 Township 7 North, Range 6, East of the Willamette  
 Meridian, described as follows:

Lot #21, Marble Mountain Retreat, recorded in Book  
 B, Page 5, records of Skamania County, Washington.

Free of incumbrances, except. None

On the following terms and conditions: The purchase price is Five Thousand and No/100  
 (\$5,000.00) 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: Payments at the rate of \$60.82 per month, commencing  
 December 15, 1976, and each month thereafter on the 15th day of each  
 month. The unpaid balance shall bear interest at the rate of 9-1/2%  
 per annum commencing as of the 15th day of November, 1976.

Purchaser is aware that electricity, water, and road maintenance are  
 not provided to the property, as per attached copy of plat recorded  
 in Book B, Page 5, records of Skamania County, WA.

Payments received by seller ten days after due shall be assessed a  
 late charge of \$15.00 for each payment late, each month late.

4440

No. \_\_\_\_\_  
 TRANSACTION EXCISE TAX

DEC 30 1976

Amount Paid \$500.00

Skamania County Treasurer

By Laurence Graber & Joelia Graber

The purchaser may enter into possession on date of closing.

The property has been carefully inspected by the purchaser, and no agreements or representations per-  
 taining 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 **Statutory Warranty** deed to the property, excepting any 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 **the contract 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

*[Handwritten signatures and names with "Seal" markings]*

STATE OF WASHINGTON,  
County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26<sup>th</sup> day of December, 1976, personally appeared before me Arthur C. Beagle, Helen J. Beagle, and Helen J. Beagle, who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free, voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

*[Signature]*  
Notary Public in and for the state of Washington,  
residing at Seattle, Washington

# Transamerica Title Insurance Co



Service of  
Transamerica Corporation

83424

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDEXED: G.	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

CLERK OF SUPERIOR COURT, COUNTY OF SPOKANE, WASH.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORD FILED BY Arthur C. Beagle, Helen J. Beagle, and Helen J. Beagle ON 12/15/76 AT 12:15 P.M. IS 1-3 OF 1977 WAS RECORDED IN BOOK 72 PAGE 133 RECORD OF SPOKANE COUNTY, WASH. 12/16/76 CLERK OF SUPERIOR COURT, COUNTY OF SPOKANE, WASH. *[Signature]*