

## FORMATION

# REAL ESTATE CONTRACT

**For Unimproved Property**

THIS CONTRACT, made this 7th day of December, 1976 between  
H. ROBERT COLE & HELEN R. COLE, husband and wife, and ARTHUR C. BEAGLE  
and DOLORES Y. BEAGLE, husband and wife, hereinafter called the "seller," and  
CHARLES N. BEEBE & REITA R. BEEBE, 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:

Lot #20, Marble Mountain Retreat, recorded in Book B, Page 5, records of Skamania County, Washington.

Subject to easements and restrictions of record.

Free of incumbrances, except: None

4390

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

DEC 9 1976

Amount Paid 50.00

## Skamania County Treasurer

By *Richard J. ...*

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

Three Hundred and No/100-----(\$ 300.00 ) 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:

Payments at the rate of \$50.69 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, Washington.

Payments received by Seller ten days after due shall be assessed a late charge of \$10.00 for each payment late, each month late.

The purchaser may enter into possession on date of closing.

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 Statutory 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 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 cost 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.

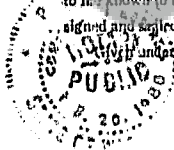
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*[Signature]* (Seal)  
*[Signature]* (Seal)  
*[Signature]* (Seal)  
*[Signature]* (Seal)  
*[Signature]*



STATE OF WASHINGTON,  
 County of CLARK

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 12th day of December 1976, personally appeared before me H. ROBERT COLE, HELEN R. COLE, ARTHUR C. BEAGLE, and DOLORES Y. BEAGLE, Sellers herein, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Notary Public in and for the state of Washington,  
 residing at Battle Ground, therein.

83289

## Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation

INDEXED: 12/11/76  
 RECORDED: 12/11/76  
 COMPARED: 12/11/76  
 MAILED: 12/11/76

Filed for Record at Request of

RICHARD N. JOHNSON

Name..... Attorney At Law

Orchards Center

Address..... 10411 N.E. Fourth Plain Rd.

Vancouver, WA 98662

(206) 892-6680

City and State.....

THIS PAGE RESERVED FOR RECORDER'S USE.	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
R. N. JOHNSON	
OF 10411 B.E. 4th Plain Rd.	
AT 11:30 A.M.	12. 9. 1976
AS RECORDED IN BOOK 72	
AT PAGE 23	
RECORDS OF SKANANIA COUNTY, WASH.	
J. H. 1000	
COUNTY AUDITOR	
6 12 20 1976	