

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15 day of November, 1976, between  
 H. ROBERT COLE & HELEN R. COLE, husband and wife, & ARTHUR C. BEAGLE  
 & DOLORES Y. BEAGLE, husband and wife, hereinafter called the "seller" and  
 CLAUDE L. FELTS and HELEN H. FELTS, husband hereinafter called the "purchaser,"  
 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,  
 Washington:

Lot 10, Marble Mountain Retreat, recorded in  
 Book 5, page 5, records of Skamania County,  
 Washington.

Subject to easements and restrictions of  
 record.

Free of incumbrances, except None

4391

TRANSACTION EXCISE TAX

1976

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

Five Hundred and No/100 (\$5,000.00) 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:

Payments at the rate of \$500.00 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 nine and one-half (9 1/2%) percent  
 per annum, commencing on 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 5, 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 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 money 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; all 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)  
*[Signature]* (Seal)  
*Claude H. Hilt* (Seal)  
*[Signature]* (Seal)  
*7.10.01/1936*



STATE OF WASHINGTON,  
 County of CLARK

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of July, 1936, personally appeared before me H. ROBERT COLE, for himself and HELEN R. COLE, & ARTHUR C. BEAGLE, for himself and DOLORES Y. BEAGLE, 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. Given under my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington,  
 residing at Patle Ground, ther in.

## Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation



Filed for Record at Request of

Name..... RICHARD N. JOHNSON  
Attorney at Law  
Orchard Center  
 Address..... 10411 N.E. Fourth Plain Rd.  
Bellevue, WA 98002  
 City and State..... (206) 892-6680

83290

THIS SPACE RESERVED FOR RECORDER'S USE  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

NOTES ARE CORRECTLY FILED BY

R. H. Johnson

OF Bellevue, WA

AT 1130 A. 12-9-1936

HAS BEEN RECORDED IN BOOK 72

AT PAGE 26

RECORDS OF SKAMANIA COUNTY, WASH

S. P. [Signature]

COUNTY AUDITOR

[Signature]