PORR 408

٠,٠

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this day of November, 1976 between H. ROBERT COLE & HELEN R. COLE, husband & wife, & ARTHUR C. BEAGLE & DOLORES Y. BEAGLE, husband and wife, hereinafter called the "seller" and LESTER N. BODIN & C. COLEEN BODIN, 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, Washington:

Lot #11, Marble Mountain Retreat, recorded in Book B, page 5, records of Skamania County, Washington.

Subject to easements and restrictions of record.

Free of incumorances, except None

TRANSACTION ENGISE TA:

DEC 0 1973
Amount deal 1572

Fayments at the rate of \$53.27 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 percent (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 .ate charge of \$10.00 for each payment late, each month late.

The purchaser may enter into possession 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 toxes 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 or any illegal purpose. If the purchaser shall full 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 of 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 chligator, 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

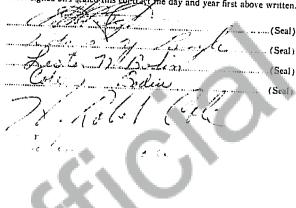
deliver to the purchaser a Statutory Warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may deed to the property, excepting any part accrue hereafter through any person Giver than the seller.

The seller agrees to furnish a Transamorica 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 meumbrances 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 hereinder terminated. Upon the termination of the purchaser's rights, all inquidated 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, reture receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Il hereof the parties have signed and scaled this contract the day and year first above written.





STATE OF WASHINGTON, County of ___ CLARK

I, the undersigned, a notary public is and	and the second	- F - Th	43.7	
of HELEN R. COLE, & ARTI	or the state of Washingto	m, hereby certify that c	n this	
Sales Dans toll D	personally appeared	thefore me H. DO	SPOM COLT	da
A ALLIANDER R. COLE. & ARTH	IUR C. BEAGIE	form lade	SERVE TOTAL	kee

Tiokin Councility on to be the individual 5. described in and who executed the foregoing instrument, and acknowledged that they figure and sealed the same as their free and voluntary act and deed, for the user and purposes therein mentioned. EAGLE, for him self & DOLORES

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 Battle Ground, therein,

83291

Transamerica Title Insurance Co

			4	rui ii 1	1
A Service of Transam vica Corporation	STERES	EXED: DIR.	RDED:	PARED	8

Filed for Record at Request of RICHARD M. JOHNSON
Attorney At Law
Orchards Center
10411-Mike-Fourth-Plain Rd:
Vancouver, VA 98662 City and State..... (206) 892-6680

	COUNTY PESKANINIA FORDER'S USE.
	I HEREBY CERTIFY THAT THE WITHI
	STRUMENT OF WHITING, PILED BY
1	the Johnson
	of There Wa
1	17/1.30 m 12.9 76
	WAS RECORDED IN BOOK 7
	DE COORE OF THE AT PAGE 127
	PECORDE OF SKAMANIA COUNTY, WASH
	COUNTY APPLITOR
