

REAL ESTATE CONTRACT

SK 10025

THIS CONTRACT, made this ninth day of January, 1977, between Ralph H. Lethlean and Linda L. Lethlean, husband and wife, hereinafter called the "seller" and Raymon R. Omit and Pamela J. Omit, husband and wife, and Raymond L. Omit, a single man, 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,

located in Skamania County, Washington:

Tract "A"

Beginning at a point on the West line of Section 17, Township 3 N., Range 8 East of the W.M. a distance of 855.81 feet South of the Northwest corner of said Section 17; thence East at a right angle to said West line 590 feet more or less to the East line of the Ralph H. Lethlean and Linda L. Lethlean tract of land as recorded by instrument dated November 2, 1971, at Book 63 of Deeds at Page 461 under Auditor's File No. 74115, records of Skamania County; thence North to the Northeast corner of said Lethlean tract 365 feet more or less; thence West along the North line of said Lethlean tract 590 feet, more or less, to the West line of Section 17; thence South to the point of beginning.

Tract "B"

Together with an easement for ingress, egress and utilities over, under, and across the West 20 feet of the above mentioned Lethlean tract of land except any part lying within Tract "A".

On the following terms and conditions: The purchase price is Eight Thousand (\$8,000) Dollars, of which One Thousand (\$1,000) Dollars have been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The sum of Fifty (\$50.00) Dollars shall be paid on or before the 1st day of February, 1977, and like payments shall be made on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

The purchaser may enter into possession immediately.

It is agreed by the parties hereto that the purchasers may remove the timber on said real property at their option.

No. 4503
TRANSACTION EXCISE TAX

FEB 17 1977

Amount Paid \$50.00
By Raymond L. Omit
Skamania County Treasurer

The property has been carefully inspected by the purchasers, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchasers agree to pay before delinquency all taxes and assessments assumed by them, 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 purchasers 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 purchasers assume all risk of taking of any part of the property for a public use, and agree that 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 therewith, and upon default, the purchasers 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 purchasers with their agreements herein, to execute and deliver to the purchasers 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.

Time is of the essence hereof, and in the event the purchasers 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 purchasers' rights hereunder terminated. Upon the termination of the purchasers' 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 and adjudication of the termination of the purchasers' rights ~~however~~, the purchasers agree to pay the expense of searching the title for the purpose of ~~and~~ action, together with all costs and a reasonable attorney's fee.

Service upon purchasers of all demands, notices or other papers with respect to forfeiture and termination of purchasers' rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchasers at their ~~addresses~~ last known to the seller.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Ralph H. Lethlean (SEAL)
Linda L. Lethlean (SEAL)
James J. Lethlean (SEAL)
James J. Lethlean (SEAL)
James J. Lethlean (SEAL)

State of Washington)
) ss.
 County of Skamania)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this _____ day of _____, 1977, personally appeared before me Ralph H. Lethlean and Linda L. Lethlean, husband and wife, to me known to be the individuals described in and who executed the foregoing instruments, 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 _____

