

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of July, 1973, between
 SHERIDAN CROTHERS and BETSEY A. CROTHERS, hereinafter called the "seller" and
 husband and wife,
 THOMAS P. PELETT and BARBARA E. PELETT, hereinafter called the "purchaser,"
 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:

A tract of land located in the Northeast Quarter of the Southwest
 Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 3, Township 1 North, Range 5 E. W. M.,
 as more particularly described on Schedule "A" attached hereto.

Free of incumbrances, except: General taxes for the second half of 1973; and
 except a tract of land consisting of a net acreage of 0.12 acres,
 more or less, granted to Skamania County by deed dated June 27, 1973,
 for reconstruction of County Road No. 1113 designated as the Salmon
 Falls Road.

On the following terms and conditions: The purchase price is Seven Thousand Five Hundred and
 no/100ths - - - - - (\$ 7,500.00) dollars, of which
 Four Thousand and no/100ths - - - - - (\$ 4,000.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of
 Three Thousand Five Hundred and no/100ths (\$3,500.00) Dollars in annual in-
 stallments of One Thousand and no/100ths (\$1,000.00) Dollars, or more, com-
 mencing on the 1st day of July, 1974, and on the 1st day of July of each year
 thereafter until the full amount of the purchase price together with interest
 shall have been paid. The said annual installments shall include interest at
 the rate of seven per-cent (7%) per annum computed upon the diminishing prin-
 cipal basis, 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.

4516

No. TRANSACTION EXCISE TAX

FEB 24 1977

Amount Paid 7500.00

Skamania County Treasurer

The purchaser may enter into possession

The property has been carefully inspected by the purchaser, and no agreements of 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
 credited 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 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 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.

Sheridan Crothers (Seal)
Betsey A. Crothers (Seal)
Barbara P. Crothers (Seal)
Barbara P. Crothers (Seal)

STATE OF WASHINGTON,

County of Skamania

ss.

On this day personally appeared before me SHERIDAN CROTHERS and BETSEY A. CROTHERS, husband and wife, to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of June, 1973.

Robert J. Salomon
 Notary Public in and for the State of Washington,
 residing at Stevenson therein.

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED: DIR.	E
INDIRECT	E
RECORDED	
COMPARED	
MAILED	

83627

STATE OF WASHINGTON COUNTY OF SKAMANIA	ORDER'S USE
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>James H. Crothers</u>	
OF <u>Stevenson, WA</u>	
AT <u>11:30 A.M.</u> <u>24</u> <u>1973</u>	
WAS RECORDED IN BOOK <u>72</u>	
OF <u>BOOK</u> AT PAGE <u>310</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>11/11/73</u>	
COUNTY AUDITOR	
<u>E. J. Salomon</u>	

SCHEDULE "A"

That portion of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 3, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at a point 14.19 chains south of the center of the said Section 3; thence west 15.85 chains to the center of County Road No. 1113 designated as the Salmon Falls Road; thence southerly along the center of said road to the northwest corner of the tract of land conveyed to Eunice T. Froeschle by deed dated May 16, 1910, and recorded at page 289 of Book M of Deeds, Records of Skamania County, Washington; thence east 13.40 chains to the center line of said Section 3; thence north 6.11 chains to the point of beginning; EXCEPT that portion thereof lying southerly of State Road No. 140;

EXCEPT a tract of land conveyed to School District No. 1 by deed dated June 22, 1934, and recorded at page 552 of Book X of Deeds, Records of Skamania County, Washington, described as follows: Beginning at a point 375 feet east of the southwest corner of School District No. 1 property in Section 3, Township 1 North, Range 5 E. W. M.; thence east to the northwesterly right of way boundary of County Road No. 1101 designated as the Ryan-Tavelli Road; thence southwesterly along said boundary to a point 60 feet due south of the south line of said school property; thence west to a point 60 feet south of the point of beginning; thence north 60 feet to the point of beginning;

AND EXCEPT a tract of land conveyed to Skamania County by deed dated December 5, 1947, and recorded at page 553 of Book 31 of Deeds, Records of Skamania County, Washington, described as follows: Beginning at the northeast corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of the said Section 3, said point being the northeast corner of the aforesaid tract conveyed to Eunice T. Froeschle; thence west 420 feet to the initial point of the tract hereby excepted; thence north to the southerly right of way line of County Road No. 1101 designated as the Ryan-Tavelli Road; thence south 69° 59' west along said right of way line of said road to intersection thereof with the northerly right of way line of State Road No. 140; thence south 74° 30' east along the northerly line of State Road No. 140 to a point due east of the initial point; thence east 100 feet to the initial point.

SELLER:

SHERIDAN CROTHERS

BETSEY A. CROTHERS

PURCHASERS:

THOMAS P. PELETT

BARBARA E. PELETT

