

03681

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of October, 1976 between
 MARTHA E. LEHMANN, HELEN E. HARTNESS, and
 GEORGE V. HARTNESS, husband of HELEN E. hereinafter called the "seller" and
 EDNA DOROTHY L. NIXON, HARTNESS, and MARY LUCILE TELLER
 RICHARD COLTON and PATRICIA M. COLTON, 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:

All that portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 14, Township 3 North, Range 10 E.W.M. lying Westerly of the center line of the existing road designated as the Power House Road; EXCEPT the south 100 feet thereof;

TOGETHER with an easement 30 feet in width for access thereto as described in deed dated June 25, 1941, and recorded at page 449 of Book 28 of Deeds, Records of Skamania County, State of Washington.

Free of incumbrances, except. TOGETHER WITH all water rights appurtenant to the above described real property; SUBJECT however, to the existing water rights reserved permissively by Rose Larsen.

It is agreed that the purchasers shall have the right of first refusal to purchase any adjoining property at Underwood, Washington, now owned by any one of Joint Sellers; said agreement shall bind the Sellers, their heirs and assigns and shall terminate on October 1, 1980.

On the following terms and conditions. The purchase price is TWENTY THOUSAND and NO/100-- (\$20,000.00) dollars, of which FOUR THOUSAND and NO/100-- (\$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 interest at the rate of eight per-cent (8%) per annum on the unpaid purchase price amounting to Sixteen Thousand and no/100 (\$16,000.00) Dollars on January 10, 1977. This interest payment will include interest beginning on January 1, 1977. No payments of principal will be paid during the calendar year of 1976. The purchasers agree to pay the remaining balance of the purchase price amounting to Sixteen Thousand and no/100 (\$16,000.00) Dollars in monthly installments amount to \$200.00, or more, commencing on the tenth day of February, 1977, and on the tenth 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 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. Provided, however, that the full amount of the purchase price in any event will become due and payable on January 1, 1980. The purchasers further agree to pay the additional sum of Four Thousand and no/100 (\$4,000.00) Dollars on the unpaid purchase price whenever their home in Miami, Florida, is sold and in any event not later than October 1, 1977.

The purchaser may enter into possession January 1, 1977.

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 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 Down payment 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 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.

Richard Colton

RICHARD COLTON
Patricia M. Colton

PATRICIA COLTON

December 16, 1976

DATE

Martha E. Lehmann

MARTHA E. LEHMANN

Helen E. Hartness (Seal)

HELEN E. HARTNESS

Mary Lucille Teller (Seal)

MARY LUCILLE TELLER

Dorothy I. Nelson (Seal)

DOROTHY I. NELSON

Purchasers agree to pay for all closing costs including one per-cent excise tax, title insurance, and attorney's fees not exceeding \$50.00.

Seller, Martha E. Lehmann, for herself and her heirs reserves an easement and right of way for a water pipeline not exceeding 6 inches in diameter for the purpose of taking water from the White Salmon river; said easement to be located along a course mutually agreeable to the parties.

Title is to be free and clear of all encumbrances, including mineral and timber rights, except right of way for the Power House Road aforesaid.

This contract and a fulfillment deed are to be deposited in escrow at the Rainier National Bank in White Salmon, Washington.

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me

MARTHA E. LEHMANN, HELEN E. HARTNESS, & GEORGE V. HARTNESS, husband of HELEN

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 28th day of January, 1977

TRANSACTION EXCISE TAX

MAR 7 - 1977

Amount Paid 200

Skamania County Treasurer
By Beverly J. Phillips, Dep.

Notary Public in and for the State of Washington,
residing at Stevenson, Washington.

83681

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<input checked="" type="checkbox"/>
INDEXED DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>



STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF TITLE FILED BY	
<u>Richard Colton</u>	
OF <u>Skamania Co</u>	
AT 12:10 A	31 1977
WAS RECORDED IN BOOK 72	
ON <u>12/16/76</u> AT PAGE 371	
RECORDS OF SKAMANIA COUNTY, WASH	
<u>2/1/1977</u>	
COUNTY AUDITOR	
<u>E. W. J. J.</u>	

STATE OF WASHINGTON,

County of Kearney

BOOK 72 PAGE 372



On this day personally appeared before me

MARY LUCILE TELLER

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 7 day of Feb, 1977

Notary Public in and for the State of Washington, residing at Long

Security Title Insurance Company of Washington - ACKNOWLEDGMENT - ORDINARY

STATE OF WASHINGTON,

County of Kearney



On this day personally appeared before me

DOROTHY L. NIXON

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 10 day of February, 1977

Notary Public in and for the State of Washington, residing at Long

TL-34 (1-65)

Security Title Insurance Company of Washington - ACKNOWLEDGMENT - ORDINARY