

84176

REAL ESTATE CONTRACT

IT IS HEREBY AGREED by and between John E. and Jane L. Halver
the vendor, and Kenneth E. and Barbara Vassie, husband and wife.

the purchaser^s..... that the said vendor^s..... will sell to said purchaser^s..... their
heirs or assigns, and that the said purchaser^s..... will purchase the following described lot..... ~~XXXXXX~~..... or
parcel..... of land situated in Skamania County, State of Washington
to-wit: Beginning at a point 180 feet east of the southwest corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of
section 21, township 3 North, range 10 east, W.M.; thence north 839 feet, more or less
to a stone monument lying on the south margin of county road known and designated as the
Underwood-Willard Highway, said point being 179.7 ft east and 1801.1 ft south of the
SW corner of SW NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said section 21; thence south 30° east 945 feet, more or less
to the south line of SW SW $\frac{1}{4}$ of said section 21; thence westerly along said south line
of NE $\frac{1}{4}$ SW $\frac{1}{4}$ to point of beginning; together with and including an easement for road use and
access to above described parcel, beginning at said stone monument; thence east 30 feet
along south margin of said road; thence south 30° west 50 ft to junction of east line of
above parcel; thence northerly along said east line to point of beginning.
with the appurtenances thereto belonging, on the following terms:

1. The purchase price of said land is Sixteen thousand and no/100 \$ 16,000.
Dollars, of which the sum of Seven thousand and no/100 \$ 7,000.
Dollars has this day been paid, the receipt whereof is hereby acknowledged by said vendor⁵ and the further sum
of Nine thousand and no/100 \$ 9,000.
Dollars to be paid at date of closing.

The sum of \$ 114.01 on the 31 day of July 1977
and the sum of 114.01 or more per month on the 1st day of each month thereafter

with interest at all deferred payments from date hereof at the rate of 9.0 per cent per annum
to be paid 200thly annually until the full payment thereof. There shall be no prepayment
penalty during the term of this contract.

2. Said purchaser 3..... agreed to pay all taxes, assessments and impositions levied or assessed against said property subsequent to the date hereof, at the time the same shall become due and payable; also to keep all buildings thereon insured for a sum equal to the deferred payments above specified, in some insurance company satisfactory to said lender 5..... with loss, if any, payable to said lender 3..... or their assigns as their interest may appear. The terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of each party.

3. It is further agreed that no extension of time of payment or waiver of default in the payment of any instrument of principal or interest due under this contract shall affect the right of said lender to require or compel payment of any subsequent installments of principal or interest or to declare a forfeiture or non-payment thereof.

6. Time is of the essence of this contract, and in case of failure of the said purchaser to make either of the payments or perform any of the covenants on this 1st day of May, 1906, the said vendor shall have the right to

6. Time is of the essence of this contract, and in case of failure of the said purchaser 5, to make either of the payments or perform any of the covenants on their part, this contract shall be forfeited and determined at the election of the said vendor 5, and the said purchaser 5 shall forfeit all payments made by them on this contract and all rights acquired hereunder, and such payments shall be retained by the said vendor 5 as liquidated damages, and they shall have the right to re-enter and take possession of said land and premises and every part thereof.

Provided however that the purchaser may be relieved of default by making tender of full compensation within 45 days from receipt of written notice of default.

EXECUTED IN DUPLICATE AND day of May 1973

Herbert E. Voss. *Herbert E. Voss*

John Miller (Selling)
James S. Walker

County of Hood River

ES.

(INDIVIDUAL ACKNOWLEDGMENT)

I, Joan C. Geeslin

, Notary Public in and for the State of Washington,

do hereby certify that on this 6th day of June, 1977, personally
appeared before me John E. Halver and Jane L. Halver, husband and wife,

to me known to be the individual S described in and who executed the within instrument and acknowledged that
they signed and sealed the same as their free and voluntary act and deed for the uses and
purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 6th day of
June, 1977

Notary Public in and for the State of Oregon My commission expires 1/7/80
residing at Hood River in said County.

STATE OF WASHINGTON,

ES.

(CORPORATE ACKNOWLEDGMENT)

County of _____

On this _____ day of _____, 19____

before me personally appeared _____

to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above-
written.

Notary Public in and for the State of Washington, residing at _____ in said County

No. 4770
TRANSACTION EXCISE TAX

JUN 6 - 1977
Amount Paid _____

Skiapian County Treasurer
By _____



64476

Real Estate Contract

FROM

TO

STATE OF WASHINGTON
COUNTY OF SKIPIAN

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY _____

REGISTERED	INDEXED	FILED
RECORDED	COMPARED	MAILED