

REAL ESTATE CONTRACT

FOR AND IN CONSIDERATION of the premises hereinafter set out, I James G. Moore et al.

hereinafter called the seller, agrees to sell, and Luther Anderson Jr. and Jacqueline V. Anderson, husband and wife, hereinafter called the buyer,

agree to buy the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to wit:
 Beginning at a point 660' west of the N E corner of S W 1/4 of S E 1/4 of Sec 19 T 2 N R 5 E thence west to existing county road thence South along East edge of county road to a point which is the S W corner of the Duran property, thence North to the point of beginning, which is 41' tr. of 14.5 acres more or less, all portion 19 T 2 N R 5 E (W)

No. 4210

TRANSACTION EXCISE TAX

JUN 24 1977

Amount Paid \$11,600.00

Skamania County Treasurer

(\$11,600.00) Dollars,
(\$70.00) Dollars,

for the sum of Eleven thousand six hundred dollars

Eleven thousand six hundred dollars

Seven hundred and no 100 dollars

Seven hundred and no 100 dollars

of which is to be paid on signing of this agreement, the receipt of which is hereby acknowledged:



and balance of ten thousand nine hundred dollars (\$10,900.00) Dollars, with interest at the rate of 7 per cent per annum, as follows: Beginning on the first day of July 1977, and on the same day in each and every month thereafter the sum of \$100.00, or more, including interest on principal remaining unpaid on said day, and the balance on the first day of each month thereafter until all principal and interest have been paid, regardless of the destruction of any of the improvements thereon, been paid, with the exception that all interest and principal to all be amortized by July 1, 1981.

And the buyer hereby agrees to reasonably pay all taxes and assessments which may be levied against on said premises, and to keep the improvements thereon in good standing, and by the 1st day of January of each year, to pay to the seller, as their interests appear, all taxes and assessments which may be levied against the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the time of payment being declared to be the essence of this agreement, then the seller may cancel this agreement null and void.

The buyer shall be entitled to a credit of \$100.00 on account of taxes and assessments, and any condition herein shall be made, and the buyer is permitted to retain in payment of the amount shall be considered to be a defrayment of said credit from month to month and shall be entitled to such notice as is provided by law, and such notice so given shall be deemed to be a defrayment of the credit; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

When the vendor, James G. Moore, has fulfilled all the conditions of this contract a good and sufficient Waterway Deed shall be executed on the part of the vendor, James G. Moore, and a complete abstract of title to said property, a copy of the vendor, James G. Moore, a contract of title insurance by a responsible title insurance company in favor of the vendor, James G. Moore, shall be presented at the expense of the vendor, James G. Moore, and delivered to the vendor, James G. Moore.

No assignment of this contract or the subject matter, deed or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignee, shall render this contract voidable at the option of the seller.

IN WITNESS WHEREOF, the seller and the buyer have signed and delivered this agreement in duplicate this 30th day of June, 1977.

Witness:

*J. G. Moore
James G. Moore
Luther Anderson Jr.
Jacqueline V. Anderson*

Seller.

*Luther Anderson Jr.
Jacqueline V. Anderson*

Buyer.

Notary PUBLIC, STATE OF OREGON, COMMISSION EXPIRED 3-30-78

This Deed is executed under power of attorney, which power is recited in the Washington Legal Black Book, Section 12, Title Contracts Form No. 410-P.

