

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 George W. and Dawn Durgen, husband and wife,

hereinafter called the buyer, agrees 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 the West line on line between the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ in Sec. 19 T 2 N R 5 E, on the North side of existing County road; thence North on line between said $\frac{1}{4}$ thence West 660 feet on North line thence South to North side of existing County road; thence S E along North side of existing County road to the point of beginning which consists of seventeen acres more or less all in Section 19 T 2 N R 5 E WM

for the sum of Thirteen thousand six hundred dollars (\$13,600.00) Dollars,
One thousand five hundred dollars (\$1,500.00) Dollars,

of which \$1000 is to be paid on signing of this agreement, the receipt of which is hereby acknowledged.

4842

TRANSACTION EXCISE TAX

JUN 24 1977
 136.00 - 3.68 = 132.32
 Amount Paid: 132.32
 = 181.26

Skamania County Treasurer
 By *[Signature]*

Balance of twelve thousand one hundred (\$12,100.00) 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 \$80.00, 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, with the exception that all interest and principal shall be amortized regardless of loss, destruction or damage to any of the improvements thereon been paid, with the exception that all interest and principal shall be amortized by July 1, 1981. Also upon request of buyer a deed to certain lands as selected shall be given to seller. To obtain release and deed, buyer shall pay seller an additional \$1,000.00 per acre, to be deducted from principal balance. No release will be given that will deny reasonable access to running property.

And the buyer hereby agrees to reasonably pay all taxes and assessments which may be hereafter imposed on said premises, together with interest thereon, as their interests appear, all payments of which shall be made by the buyer.

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

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein fail be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises from month to month, and shall be entitled to only such relief as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract, and the premises 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 \$12,100.00, 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 has fulfilled all the conditions of this contract a good and sufficient Warranty Deed shall be executed on the part of the vendor, and a complete abstract of title to said property, or at the option of the vendor, a contract of title insurance by a reputable title insurance company in favor of the vendor, shall be procured at the expense of the vendor, and delivered to the vendor.

No assignment of this contract or the subject matter hereof 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 assignment 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 10th day of July, 1977.

Witnesses

Notary Public, for Oregon

Commission expires

