

S1321

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 Durgeon, 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 follow, 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 on 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 sum to be paid on signing of this agreement, the receipt of which is hereby acknowledged.

4842

TRANSACTION EXCISE TAX

JUN 24 1977
136.00 - \$13,600.00
Amount Paid _____
= 181.36

Skamania County Treasurer

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 by July 1, 1981. Also upon request of buyer a deed to certain lands as selected shall be given to buyer 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 remaining property.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to pay all expenses of insurance, their interests appear, all policies of insurance to be taken out by 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 time 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 shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of the premises from month to month, and shall be entitled to enjoy such rights to vacate as is provided by law, and such notice to vacate shall be deemed sufficient if given to the buyer in writing, and shall not be altered without the written consent of the state.

With the buyer shall have paid the terminal sum 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 agreed 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, at the option of the vendor, a contract of title insurance by a responsible 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 WHEREON, the seller and the buyer have signed and delivered this agreement in duplicate this 1st day of July 1977.

Witnessed:

Notary Public, for Oregon

Commission expires

J. G. Greger Jr. Morris Wrobel
John H. Mulligan
George J. Durgeon

Seller

Buyer

STATE OF WASHINGTON, County of _____.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this _____, 19_____, personally appeared before me _____,

to me known to be the individual _____ described as seller and who executed the within, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

(If seller is a corporation, attach corporation acknowledgment.)

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

ASSIGNMENT BY BUYER

The within named buyer for and in consideration of the sum of _____ Dollars does assign and convey all right and title in and to the within contract and the property described therein unto _____.

and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said buyer.

SIGNED AND SEALED, this _____ day of _____, 19_____.

The seller consents to this assignment.

STATE OF WASHINGTON, County of _____.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this _____ day of _____, 19_____, personally appeared before me _____,

to me known to be the individual _____ described in and who executed the above assignment, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of _____ Dollars hereby assigns all his right and title to the within contract to _____.

this _____ day of _____, 19_____.

(Deed from seller to assignee must be given with this assignment.)

FILE NO.	PRINCIPAL BALANCE	RECEIVED BY
_____	_____	_____

REAL ESTATE CONTRACT

FROM

TO

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF PLEADING, FILED AT

Legal Services Inc.
6 - 24 1972

REC'D. IN REC'D. IN REC'D.
REC'D. 4TH FLOOR REC'D.
REC'D. 6 - 24 1972
REC'D. IN REC'D. IN REC'D.
Melissa T. Jacobs

REC'D. IN REC'D. IN REC'D.
REC'D. 4TH FLOOR REC'D.
Melissa T. Jacobs

REC'D. IN REC'D. IN REC'D.
REC'D. 4TH FLOOR REC'D.
Melissa T. Jacobs

REC'D.

STREED

FRANK D. T.

INSP. CT.

CORDED

COMPARED

MAILED

84321