

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of July, 1977, by and between BILLY DEAN LYONS and MARTHA MARIE LYONS, husband and wife, hereinafter called the sellers and ROBERT C. CALLAHAN, a single man, hereinafter called the purchaser,

WITNESSETH: The sellers agree to sell to the purchaser, and the purchaser agrees to purchase of the sellers the following described real estate with the appurtenances, situate in Skamania County, State of Washington:

The North 546 feet of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 35, Township 3 North, Range 7 E. W. M., except that part which is west of the centerline of the unnamed creek (said creek being 1,200 feet, more or less, west of the east section line of Section 35). Also except the east 800 feet of said parcel;

Said tract containing 5.02 acres, more or less;

TOGETHER WITH an easement granted by Lots 3 and 4 for a private access road along the north portion of property as shown on short plat map, recorded at page 40 of Book 1 of Short Plats, under Auditor's File No. 22359, Recorder of Skamania County, Washington, said roadway easement 20 feet in width.

Free of all encumbrances.

On the following terms and conditions: The purchase price is Twelve Thousand Five Hundred and no/100 (\$12,500.00) Dollars, of which Two Thousand and no/100 (\$2,000.00) 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 purchaser agrees to pay the balance of the purchase price in the sum of Ten Thousand Five Hundred and no/100 (\$10,500.00) Dollars in monthly installments of One Hundred and no/100 (\$100.00) Dollars, or more, commencing on the 15th day of August, 1977, and on the 15th 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 computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time he is 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.

The purchaser may enter into possession July 15, 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 assessed 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.

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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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a statutory warranty deed to the property, excepting any part which may have been condemned, free of encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the sellers.

The sellers agree to furnish a standard form owner's title policy when the purchase shall have been paid in full, insuring the title to said property with liability the same as the above purchase price, free from encumbrances 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 sellers 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 sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property; and if the sellers 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 sellers.

ALL WITNESSES OF the parties have signed and sealed this contract the day and year first above written.

5073

No. TRANSACTION EXCISE TAX

AUG 31 1977  
Amount Paid 125.00

Skamania County Treasurer  
By *[Signature]*



*[Signature]* (SEAL)  
BILLY DEAN LYONS

*[Signature]* (SEAL)  
MARTHA MARIE LYONS

*[Signature]* (SEAL)  
ROBERT C. CALLAHAN

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me BILLY DEAN LYONS and MARTHA MARIE LYONS, husband and wife, to me known to be the individuals 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 30th day of August, 1977.

