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BOOK 74 PAGE 104

SK 10757

3-10-20-1000

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 11th. day of June 1976,

between

MARTIN O. GROVE and ETHEL J. GROVE,

husband and wife,

PAUL M. JULSON and EGRIS H. JULSON,

husband and wife,

hereinafter called the "seller" and

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E. W. M., described as follows:

Beginning at the southwest corner of a tract of land conveyed to Elston H. Hill et al., by deed dated September 10, 1974, recorded at page 753 of Book 67 of Deeds, Records of Skamania County, Washington; thence west 147 feet, more or less, to the east line of a tract of land described in a real estate contract dated January 10, 1971, recorded at page 546 of Book 62 of Deeds, Records of Skamania County, Washington, wherein R. Clark Ziegler et al. are purchasers; thence north along said east line to the center line of the county road known and designated as the Collins-Knapp Road; thence in a southeasterly direction along the center line of said road to a point north of the point of beginning; thence south to the point of beginning; said tract containing 1.25 acres, more or less; SUBJECT TO easements and rights of way for the Collins-Knapp Road aforesaid.

On the following terms and conditions: The purchase price is SIX THOUSAND EIGHT HUNDRED and No/100 (\$6,800.00) 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 agree to pay the balance of the purchase price in the sum of Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars in monthly installments of Seventy Five and No/100 (\$75.00) Dollars, or more, commencing on the 5 day of July 1976, and on the 5 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 seven (7%) per cent 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 reserve the right at any time they are 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.

No. 4110
TRANSACTION EXCISE TAX

JUL 6 - 1976

Amount Paid \$6,800.00
By Kathryn Wright
By [Signature]

The purchaser may enter into possession on the date of this contract.

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 assumed 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.

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.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a ~~WARRANT~~ deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid **the down payment in full** insuring the title to said property with liability the same as the above purchase price, free from incumbrances 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 seller 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 seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller 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 seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

X Martin C. Grove (Seal)
Ethel J. Grove (Seal)
X Mrs. P. J. Grove (Seal)
X Mrs. P. J. Grove (Seal)

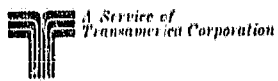
STATE OF WASHINGTON,
County of Kittitas } ss.

On this day personally appeared before me **MARTIN C. GROVE and ETHEL J. GROVE, husband and wife** to me known to be the individual **s** 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 14th day of June, 1976.

[Signature]
Notary Public in and for the State of Washington,
residing at Spokane, WA

Transamerica Title Insurance Co



Filed for Record at Request of

REGISTERED
INDEXED
INDIRECT
RECORDED
COMPARED
MAILED

Name.....
Address..... **RAINIER NATIONAL BANK**
WHITE SALMON, WA
City and State..... 98692

85583

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SPokane

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, FILED BY Laurie J. Felt, Clerk AT 3:20 P.M. 1-10 1978 WAS RECORDED IN BOOK 74 OF Deed 2-21-105 BOOKS OF RECORDS OF COUNTY OF SPokane, WA.

[Signature]
E. M. [Signature]