## REAL ESTATE CONTRACT

3k-11247

For Unimproved Property

November, 1978 day of 2-6-29-900 THIS CONTRACT, made this 1st

WALTER WILLIAM FELLMAN, JR., as his separate estate hereinafter called the "seller" and

ERNEST STUMP and BARBARA STUMP, husband and wife; and ROBERT PALADENT and PATRICIA PALADENT, husband hereinafter called the "purchaser,"

and wife
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 appurtmances, situate in Skamania County, Washington:
The Southeast quarter of the Southwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian.

SUBJECT TO: (1. Easements in favor of Pacific Northwest Pipeline Corporation a Delaware Corporation, by right of way contracts dated Jan. 11, 1956, recorded at page 490 of book 41 of deeds and at page 186 and 190 of book 42 of deeds, of Skamania County, Washington. (2. Easements for electric power transmission lines, in favor of Pacific Power and Light Co. & Public Utility Dist. No. 1. (3. Easement as shown on survey recorded Oct. 31, 1978 under Auditor's File No 87506 in Book 1 of surveys at page 171 & 172.

free of men abrances, exern 1. Contract of sale dated February 16, 1971, recorded February 18, 1971 in book 62 of deeds, page 620, Auditor's File No. 73152, between Donald A. Olson & Barbara Lynn Olson, h/w, et al. as sellers, and Dean and Lois Vogt, b/w as purchasers. 2. Contract of Sale dated February 25, 1975 recorded March 17, 1975, in Book 68 of Deeds, page 512, Auditor's File No. 78890, records of Skamania Co., WA, between Dean and Lois Vogt. h/w as Sellers and Walter William Felman, Jr.,

as Purchaser.

On the following term: and cambridges. The purchase price is

FORTY FOUR THOUSAND AND NO/100----- (\$ 44,000.00) dollars, of which
EIGHT THOUSAND ELIGHT HUNDRED AND NO/100---- (\$ 8,800.00) dollars has been paid, the receipt whereof a hereby are nowledged, and the purchaser agrees to pay the balance of said

quarterly payments of \$850.00 or more including interest at the sate of 9 1/2 per cent per annum on the diminishing principal balance. First payment to begin NINETY (90) days from closing.

Contract to be raid in full 120 months from closing. Seller agrees to grant deeds to one acre parcels by partial fulfillment of contract at \$1,200.00 per acre to be applied to principal balance of real estate contract in addition to regular contract payments.

Payments to be made hereunder shall be made at First Inderendent Bank or at such other place as the seller may direct in writing.

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The property has been carefully inspected by the purchaser, and no agreements or representations persenting thereto or to this transaction, have been made, save such as are stated 3-rein.

The purchaser agrees to pay before delinquency all caxes and assessments assumed by him, if any, and any which may, as between grainter and grantee, hereafter necome a lien on the premizes, 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 sate 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 paer 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 t. ins 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

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deliver to the purchaser a warranty fulfillment deed to the temperty, excepting any rare which may have been condemned, five of incumbrances except that allow mentioned, and any that may accrue hereafter through any person other than the refler.

The seller agrees to furnish a Tropsomerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid downpayment.

saming the title ro said property with liability the same as the above parchase price, free from meurifrances except any which are assumed by the Eurobaser or as to which the conveyance hereunder is not to be surject.

Except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be surject. 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 surchaser's right all payments made hereunder, and all improvements placed upon the permisses shall be ferfeited to the seller all injuicitated 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 produce 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 cours and a reasonable attoriesy'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.

Walter Willaim Fell Vill (Seat Ernest Stump Barbara STumb them of the Robert Paladeni (Seal,

Patricia Paladeni

STATE OF WASHINGTON.

Clark County of

On this day personally appeared before me

Walter William Fellman, Jr.

to me known to be the individual described in and who executed the within and foregoing instrument, and the same as his free and voluntary act and deed, for the acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

REGISTERED

INDEXED: MEL INCIRRCTS &

RECORDED: COMPARIE

RVITED

GIVEN under my hand and official seal this

day of November, 1978

Netary Public in and for the State of Washington, residing at Vancouver

## Transamerica Title Insurance Go

Service of annualism Filed for Record at Request of

Address

Name Ernest Stump

31702 SE 50th

Washougal, WA 98671 City and Strie ...

THIS SPACE WESTERNE CONT COUNTY OF SKARLANIA

HEREN CERTIFY THAT THE

AT AVA DASS OF SKAMANA OCKNIY, WAS