

REAL ESTATE CONTRACT BOOK 77 PAGE 567

For Unimproved Property

THIS CONTRACT, made this 7th day of November, 1979 between

JACK L. BELL and PATRICIA J. BELL, Husband and hereinafter called the "seller" and wife
HOWARD R. TINGLEY and EVA M. TINGLEY, Husband and hereinafter called the "purchaser," 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 appurtenances, situate in Skamania County, Washington:

LEGAL, ATTACHED AND MADE A PART HERETO...

Subject to the existing contract of sale and the terms and conditions thereof, between Van Port Manufacturing, Inc., an Oregon Corporation, as Seller and Jack L. Bell, etux, as Purchaser dated July 31, 1978 and recorded August 11, 1978 in Book 75, page 253, Skamania County Deed Records.

Free of incumbrances, except. Rights of the Public in streets, roads and highways; and Conditions and restrictions as shown on Short Plat recorded October 17, 1979 in Book 2, page 144, Skamania County Short Plat Records.

On the following terms and conditions: The purchase price is THIRTEEN THOUSAND EIGHT HUNDRED and no/100 (\$13,800.00), dollars, of which THREE THOUSAND and no/100 (\$3,000.00), dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

ONE HUNDRED TEN and no/100 (\$110.00) Dollars, or more at purchaser's option, on or before the 15th day of December, 1979, and ONE HUNDRED TEN and no/100 (\$110.00) Dollars, or more at purchaser's option, on or before the 15th day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and on diminishing amounts thereof at the rate of 10.5% per cent per annum from the 1st day of November 1979, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at

or at such other place, as the seller may direct in writing.

Purchaser agrees to pay real property taxes separately and timely and to provide proof of said payment to the Seller herein. The entire unpaid principal balance, together with accrued interest due thereon, shall be due and payable, on or before Five (5) years from date of recordation.

The purchaser may enter into possession upon recordation.

The property has been sold in part by the purchaser, and no agreements or representations relating thereto, or to this transaction have been made, save such as are stated herein.

The purchaser agrees to pay, not on 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 on 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

CTA- M-77-k

A tract of land in the Southwest Quarter of Section 30, Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington. More particularly described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington, and running thence North 00° 00' 00" East along the west line of the said

deliver to the purchaser a fulfillment 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 Chicago Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid 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 hereinafter 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.

Jack L. Bell (Seal)
 Patricia J. Bell (Seal)
 Howard R. Tingley (Seal)
 Eva M. Tingley (Seal)



7210

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Jack L. Bell and Patricia J. Bell

to me known to be the individual 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

day of November, 1979

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

89951



Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

REGISTERED
INDEXED DIR. 2
INC. ECTE
RECORDED
COMPARE

THIS SPACE RESERVED FOR RECORDER'S USE
 CITY OF OREGON AREA 100

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Jack L. Bell & Patricia J. Bell OF Washougal, WA AT 10:00 A.M. 11-19-1979 WAS RECORDED IN BOOK 77 ON 11-19-1979 AT PAGE 568 RECORDS OF KAMAHIA COUNTY, WASH. Washougal COUNTY CLERK

ing calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and on diminishing amounts thereof at the rate of 10.58 per cent per annum from the 1st of November 1979, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at _____

or such other place, as the seller may direct in writing.

Purchaser agrees to pay real property taxes separately and timely and to provide proof of said payment to the Seller herein. The entire unpaid principal balance, together with accrued interest due thereon, shall be due and payable, on or before Five (5) years from date of recordation.

The purchaser may enter into possession upon recordation.

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 and 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 to 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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A tract of land in the Southwest Quarter of Section 30, Township 2 North, Range 5 East, Willamette Meridian, County of Skamania, State of Washington. More particularly described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 30; thence North 00°47'51" East along the east line of the said Southwest Quarter of the Southwest Quarter 150 feet to the true point of beginning; thence North 89°12' 13" West 332.3 feet; thence North 00°47'47" East 285 feet; thence South 09°12'13" East 332.3 feet, more or less, to said east line of the Southwest Quarter of the Southwest Quarter; thence South 00°47'51" West 285 feet to the point of beginning.

Also described as Lot 3 of Jack Bell Short Plat #1, recorded in Book 2, page 144, of Skamania County Short Plat Records.

Together with and subject to an easement 60 feet in width on, over and along Taylor Road a private road as shown on said Jack Bell Short Plat #1 for ingress, egress and utility purposes and an easement on, over and across the northerly 36 feet of said Lot 3 for ingress, egress and utility purposes.