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BOOK 77 PAGE 769

REAL ESTATE CONTRACTSK-1754
34-34-DA-2500

This CONTRACT FOR THE SALE OF LAND executed this date between RAY HOLZSCHUH and R. EVELYN HOLZSCHUH, husband and wife, hereinafter referred to as "Seller", and JOSEPH L. GAMBLE and SANDRA J. GAMBLE, husband and wife, hereinafter referred to as "Purchaser",

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

Lot 21, Block 3 of Woodard Marina Estates, according to the official plat thereof on file and of record at pages 114 and 115 of Book "A" of Plats, records of said County.

SUBJECT TO easements, rights-of-way and covenants concerning said property as now appearing of record concerning the same including the restriction that no lot or lots in said plat be sub-divided or re-sub-divided to include an area of less than 5,000 sq. ft. and

SUBJECT TO any prohibition or limitation on use, occupancy or improvement of said property resulting from the rights of the public or riparian owners to use any waters which may cover said tract.



No. 7301
TRANSACTION EXCISE TAX

JAN 4 1980
Amount Paid \$60.00

Skamania County Treasurer
By *[Signature]*

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), of which Purchaser has paid to Seller the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), upon the execution of this contract, the receipt

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ATTORNEY AT LAW

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AREA CODE 360-296-1000 TELEPHONE 360-296-1000

whereof Seller hereby acknowledges. The balance of the purchase price in the sum of \$5,000.00 shall be due and payable in monthly installments of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), or more at Purchaser's option, commencing on January 15, 1980, and continuing on the same day of each month thereafter until the entire purchase price and interest is paid in full. The declining principal balances of the purchase price shall bear interest from December 15, 1979, at the rate of nine percent (9%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance shall be credited to the principal.

2. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes and all assessments against the property are paid through the calendar year 1979. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property on December 15, 1979 and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste of the same. Purchaser covenants further to seasonably pay all charges to said premises for repairs, utilities, improvements or otherwise, so the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail or neglect to pay the taxes or assessments thereon, or shall neglect any charge which in the opinion of Seller may attach as a lien to the premises, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided,

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KANSAS CITY, MISSOURI 64107

In the event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. ADDITIONAL COVENANTS: Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring Purchaser's interest in the property pursuant to this contract.

IN WITNESS WHEREOF, the parties have executed this instrument
this 26 day of December, 1979.

Rav Holzschuh
Rav Holzschuh

R. Evelyn Holzschuh

Joseph L. Gamble

Sandra J. Gamble

S E L L E R

P U R C H A S E R

STATE OF OREGON)
County of *Clatsop*) ss.

On this day personally appeared before me RAY HOLZSCHUH and R. EVELYN HOLZSCHUH, 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.

1979 . 6-28-79 by hand and official seal this 7th day of December

Marie Chubb
Notary Public in and for the State of
Oregon, residing at *Portland, Ore.*
My Comm. Expires

HILLER & LAMMAY
ATTORNEYS AT LAW
230 N. E. 4th Ave.
MIAMI BEACH, FLORIDA 33139