

For Unimproved Property

THIS CONTRACT, made this 16th day of

August, 1979

between

GEORGE H. BRAUER, a single man and ROGER L. LEHMAN, a

hereinafter called the "seller" and

ROGER H. STILES, a single man

single man, 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 in the South half of the SW quarter of Section 34, Township 2 North, Range 5 East of the W.M. described as follows: Beginning at the NE corner of tract No. 16 of the W. Jack Sprinkel survey, recorded June 2, 1978, under Auditor's File No. 86503, records of Skamania County, Washington; thence North  $89^{\circ}29'28''$  West, a distance of 200.84 feet; thence South  $10^{\circ}31'28''$  West, a distance of 755.61 feet; thence North  $74^{\circ}15'00''$  East, a distance of 256.44 feet; thence North  $02^{\circ}10'00''$  West a distance of 684.44 feet to the point of beginning; EXCEPT right of way for Georgene Lane, (A private road) as shown on the fact of the after mentioned short plat. Also known as Lot 4 of Sprinkel, W. Jack Short Plat No. 1, recorded December 5, 1978, under Auditor's File No. 87719, records of Skamania County, Washington.

Subject to easements, restrictions and reservations of record

Free of incumbrances, except:

No. 6943 TREASURY OFFICE

TRANSACTION EXCISE TAX PAID

AUG 17 1979 AUG 17 1979

Amount Paid 99.00 BY ROGER L. LEHMAN, ROGER H. STILES  
SKAMANIA COUNTY TREASURER

By \_\_\_\_\_

On the following terms and conditions: The purchase price is TWENTY-NINE THOUSAND AND NO/100 (\$ 29,000.00 ) dollars, of which SIX THOUSAND AND NO/100 (\$ 6,000.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

TWO HUNDRED AND NO/100 (\$ 200.00 ) Dollars, or more at purchaser's option, on or before the 17th day of Sept. 1979, and TWO HUNDRED AND NO/100 (\$ 200.00 ) Dollars, or more at purchaser's option, on or before the 17th 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 the diminishing amounts thereof at the rate of 9 1/2 per cent per annum from the 17th day of August 19 79, 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.

THIS CONTRACT TO BE PAID IN FULL ON OR BEFORE SEVEN (7) YEARS FROM ABOVE DATE.

PURCHASER TO PAY TAXES IN ADDITION BEFORE DELINQUENCY.

The purchaser may enter into possession on closing.

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 **WARRANTY FULFILLMENT**

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 purchase 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 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.

George H. Brauer ..... (Seal)  
George H. Brauer ..... (Seal)  
Roger L. Lehman ..... (Seal)  
Roger L. Lehman ..... (Seal)  
Roger H. Stiles ..... (Seal)  
Roger H. Stiles ..... (Seal)

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me George H. Brauer and Roger L. Lehman

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

16th day of August 1979

Notary Public in and for the State of Washington  
residing at Vancouver



**Chicago Title Insurance Company**

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name .....

Address .....

City, State, Zip .....

STATE OF WASHINGTON	RECORDED
COUNTY OF CLATSOP	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>NOTARIES TITLE CO</u>	
OF <u>STENOGRAPH, WA</u>	
AT <u>2:05 PM</u> <u>Aug 17</u> <u>1979</u>	
WAS RECORDED IN BOOK <u>22</u>	
OF <u>Records</u> AT PAGE <u>9-10</u>	
CLERK OF CLATSOP COUNTY, OREGON	
<u>SPYdd</u>	
COUNTY CLERK	
<u>W. Babcock</u>	