

## REAL ESTATE CONTRACT

For Unimproved Property

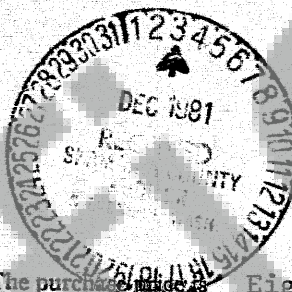
SI - 12056  
2-530-3-701

THIS CONTRACT, made this 2nd day of December, 1981 between

RUSSELL G. KOFFORD AND HARRIETTE W KOFFORD hereinafter called the "seller" and  
 husband and wife E  
 JAMES L. SCHWARTZ AND ALLEN K. SCHWARTZ, hereinafter called the "purchaser,"  
 husband 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 appurtenances, situate in Skamania County,  
 Washington: LOT 32 of WASHOUGAL RIVERSIDE TRACTS, according to the  
 official Plat thereof on File and of Record at Page 80 of Book "A"  
 of Plats, Records of Skamania County, Washington.

RESERVING TO THE SELLER: an Easement over, under and across that portion  
 of of Lot 32, Washougal Riverside Tract of said subdivision for the  
 benefit of Lot 30 and 31 Washougal Riverside Tract, adjoining the  
 above described property on the North for the purpose of using, main-  
 taining, repairing and removing the cement block building presently  
 situated partly on said above described property and partly on said  
 Lots 30 & 31 Washougal Riverside Tract. It is understood and agreed that  
 said easement will terminate in the event said building is destroyed or  
 removed from said Lot 32.



On the following terms and conditions: The purchase price is Eighteen Thousand and  
 no/one hundred----- (\$ 18,000.00 dollars, of which  
 Five Thousand and no/one hundred----- (\$ 5,000.00 ) 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 thirty and no/one hundred (\$ 130.00 ) Dollars,  
 or more at purchaser's option, on or before the 2nd day of January 19 82  
 and One hundred thirty and no/one hundred----- (\$ 130.00 ) Dollars,  
 or more at purchaser's option, on or before the 2nd day of each then succeed-  
 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 pur-  
 chase price and the diminishing amounts thereof at the rate of 12 per cent per  
 annum from the 2nd day of December 1981, which interest shall be deducted  
 from each monthly installment and the balance of each installment applied in re-  
 duction of principal. All payments to be made hereunder shall be made at

M.P. O. 331 Laurel Lane, Washougal Washington 98671  
 or at such other place, as the seller may direct in writing.

Purchaser's agree to pay the entire amount due including principle  
 and any accrued interest due on this contract on or before December  
 2nd, 1987.

The purchaser may enter into possession on recording

The property has been carefully inspected by the purchaser, and no agreements or representations per-  
 taining 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 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 pr  
 any such taking shall not constitute a failure of consideration, but all  
 thereof shall be applied as a payment on account of the purchase price,  
 required to expend in procuring such moneys.  
 or a public use, and agrees that  
 received by the seller by reason  
 v sums which the seller may be

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 fulfillment warranty 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 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.

*Russell G. Kofford* ..... (Seal)  
*Harriette W. Kofford* ..... (Seal)  
*James L. Schwartz* ..... (Seal)  
*Ellen K. Schwartz* ..... (Seal)

8558

No. ....  
 TRANSACTION EXCISE TAX

DEC 3 1981

Amount Paid: \$180.00

Skamania County Treasurer

By *William J. Cornwall*

STATE OF WASHINGTON,

County of Skamania

} ss.

On this day personally appeared before me *Russell G. Kofford & Harriette W. Kofford*  
*H & W and James L. Schwartz & Ellen K. Schwartz, H & W*  
 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 *2nd* day of December, 1981

*Patricia O. Lanigan*  
 Notary Public in and for the State of Washington,  
 residing at Washougal

## Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation

Registered ☒  
 Indexed ☒  
 Filed ☒  
 Recd ☒  
 Mailed ☒

Filed for Record at Request of

Name *Russ Kofford & Harriette Kofford Realty*Address *133 "C" ST*City and State *WASHOUGAL, WA 98671*

THIS SPACE RESERVED FOR RECORDER'S USE.

STATE OF WASHINGTON )  
 COUNTY OF SKAMANIA ) SS  
 I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING FILED BY  
*Skamania County Title Co*  
 OF *Stevenson, WA*  
 AT *11:40 AM* *Dec 3 1981*  
 WAS RECORDED IN BOOK *80*  
 OF *Deeds* PAGE *603*  
 RECORD OF SKAMANIA COUNTY WASH  
*J. M. Olson*  
 NOTARY AUDITOR  
*A. Newie* DEPUTY