

127194

BOOK 162 PAGE 138

FILED FOR RECORD
SKAMANIA COUNTY WASH
BY *Robert Rand*

JAN 27 2 30 PM '97

O'Lowry
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Robert E. Rand
21 Silver Star Drive
Washougal, Wa. 98671

DOCUMENT TITLE: " PURCHASE AND SALE AGREEMENT"

GRANTOR: RAND, ROBERT E.

GRANTEES: ROOT, GARY D.
ROOT, MELITA M.J.

LEGAL DESCRIPTION: Lot three of the Robert Rand Short Plat recorded in Book # 3 of Short
Plats at page #294 Skamania County Auditors Records

ACCESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

02-05-33-0-0-2502-00

Signed _____
Indexed _____
Filed _____
Date _____

18572

REAL ESTATE EXCISE TAX

JAN 27 1997

PAID 768.00
JW

SKAMANIA COUNTY TREASURER

PURCHASE AND SALE AGREEMENT

The undersigned purchasers, Gary D. Root and Melita M.J. Root, agree to purchase and the undersigned seller, Robert E. Rand, agrees to sell, on the following terms, the property described below:

Lot three of the of the Robert Rand Short Plat recorded in Book # 3 of Short Plats at page # 294 Skamania County Auditors Records. Included on the lot is one residential home and a few shade.

1. Purchase Price:

The total price is sixty thousand dollars payable as follows:

2. Payment Plan:

Down payment of \$5,000 at the signing of this contract.

Monthly payments of \$500 payable on the first of the month direct to seller.

Five Percent interest.

The buyer and seller may agree to increase the payments if the buyer wishes to pay the amount off sooner.

Payments must be completed within 147 months from the date this contract is signed.

3. Easement:

There will be an easement to the Spring and pump house on the property west of the above described property. This is to allow for any necessary maintenance including digging or cutting branches which may cause damage to pump house or electrical wires. The buyer will have exclusive rights to the spring at its source and no activity which may damage or pollute the water supply will take place.

4. Other Costs:

Survey cost, and Short Plat costs will be divided evenly between buyer and seller.

5. Conditions of Title:

The Title to the property is to be free of all encumbrances or defects, except for building or use restrictions general to the area. Legal title to the property shall remain vested in the Seller until the final payment and performance of the contract at which time the Seller will deliver to purchaser the legal title.

Gary H. Martin, Skamania County Auditor
Date 2/27/27 Paid 2,500
ghm

BOOK 162 PAGE 140

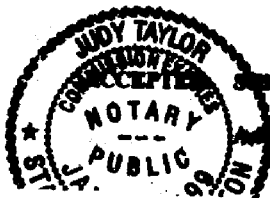
6. Personal Property:

All existing fixtures, appliances and materials are included in the sale of the property.

7. Performance and Default:

In the event of default by the purchaser in the payment of sums agreed upon in this contract, the Seller may give notice by certified mail to the purchaser. If the default continues for a period of 30 days after notice is received, then the Seller may declare Purchaser interest forfeited and may repossess the premise and property.

Robert E. Rand 1-27-97



Robert E. Rand Date: 1-27-97

Address: 21 Silver Star Dr.
Washougal, WA. 98671

State of Washington) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Robert E. Rand is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

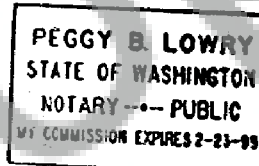
Dated: January 27, 1997

Peggy B. Lowry
Notary Public
My Commission Expires: 2/23/99

Buyers: Larry & Rost Date: 1-27-97

Melita M. Rost Date: 1-27-97

Address: 281 SILVER STAR LANE
WASHOUGAL, WA. 98671





BOOK 162 PAGE 141



SAFECO

STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me Robert E. Rande

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

Given under my hand and official seal this 27th day of Jan, 1997

Andrew Dargatzis

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

TL-34 R1 6/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY exp 1-10-99