

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 14<sup>th</sup> day of DEC, 1976 between  
Sheridan A. Martin & Veronica A. Martin, his wife; Lyle E. Ochs & Lucille H.  
Ochs, his wife & Geo. L. Sells & Winifred Sells - hereinafter called the "seller" and  
Joe V. Thompson and Frances Thompson, his wife. hereinafter called the "purchaser,"  
2397 Tiffany Lane, Port Orchard, Wash. 98366

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 Chelan County,  
Washington:

Lot #3, Block 5, Valleyhi Addition to Chelan County as recorded in  
Volume 7, page 25, records of Chelan County, State Of Washington.

REAL ESTATE EXCISE TAX

PAID \$ 55.95

Chelan County Treasurer

Robert H. May

By Anna Kild Deputy

Free of incumbrances, except. Those Of Record.

IF PURCHASER DID NOT RECEIVE A COPY OF PROPERTY REPORT 48 HOURS IN ADVANCE OF SIGNING,  
THEN PURCHASER HAS THE RIGHT TO REVOKE, IN WRITING, THIS CONTRACT WITHIN 48 HOURS OF  
SIGNING. THE TIME PERIOD OF 48 HOURS SHALL NOT INCLUDE SATURDAY, SUNDAY OR A LEGAL  
HOLIDAY.

If, at the time seller has contracted to deliver title, the seller cannot provide  
issuance to the purchaser of a policy of title insurance showing good title, the  
purchaser may rescind this contract for any lack of good title which has been caused  
by actions of the seller.

On the following terms and conditions: The purchase price is Five Thousand Five Hundred Ninety-  
Five and 00/100 (\$5,595.00) dollars, of which  
Five hundred Fifty-Nine & 50/100 (\$559.50) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
purchase price as follows:

Fifty and 00/100 ---- (\$50.00) Dollars, or more at purchaser's option,  
on or before the 14th day of JUN, 1977, and Fifty and 00/100 (\$50.00)  
Dollars or more at purchaser's option, on or before the 10th 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 8 1/4% per annum from the 14th day of DEC, 1976, 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 to The Pacific National Bank-4500 Univ. Way  
NE., Seattle, Wash. 98105. Payable to Valleyhi.

Domestic water shall be charged at a rate of \$6.00 per year for non-users  
and \$18.00 per year for users.

Purchaser has received L.D.A. Property Report #0195.

The purchaser may enter into possession closing.

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 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

convey to the purchaser a 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 \$60.50 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

X. Joe V. Thompson (Seal)  
X. Theresa Thompson (Seal)  
X. John J. Martin (Seal)  
X. Theresa J. Martin (Seal)  
X. Theresa J. Martin (Seal)  
X. Theresa J. Martin (Seal)  
X. Theresa J. Martin (Seal)  
X. Theresa J. Martin (Seal)

STATE OF WASHINGTON,

County of Chelan

ss.

On this day personally appeared before me Sheridan A. Martin & Teronice A. Martin, his wife, & Geo. L. Wells & Teronice A. Wells, his wife 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 purposes therein mentioned.

GIVEN under my hand and official seal this

13<sup>th</sup>

day of

Sept 1974

Shirley L. Martin  
Notary Public in and for the State of Washington,  
residing at Wenatchee

## Transamerica Title Insurance Co



A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

THIS SPACE RESERVED FOR RECORDER'S USE

FEE 3.20  
FILED FOR RECORD

PIONEER NATIONAL TITLE INSURANCE CO.  
1976 DEC 17 PM 3 35

Cost  
BOOK 739 PAGE 370-71  
CHELAN COUNTY AUDITOR  
WENATCHEE, WASH. D

BOOK 739 PAGE 371