

This contract is entered into on Aug. 8, 1967 between Viola Gilson as "Seller" and Mr. & Mrs. Bernard K. Hinzman Jr. as "Buyer".

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skamania County, State of Washington:

Property located at the corner of Carson Creek Road and Boyd Street, Carson, Skamania County, Washington. Parcel Number 03 08 29 2 1 140 000. Legal Description: All of lot 19, and the South 22 feet of Lot 18 of Block One of BOYD & WILKINSON'S ADDITION TO CARSON according to the official plat thereof on file and of record (at Page 36 in Book "A" of Plats) in the Office of the Auditor of Skamania County, Washington. Also including Mobile Home 1967 Elcar.

The terms and conditions of this contract are as follows: The purchase price is \$5,040.00 Dollars, of which no down payment is required, or has been paid. The Buyer agrees to pay \$210.00 Dollars on or before the first (1st) day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Buyer and Seller also agree that no interest will be paid.

All payments to be made shall be made at or at such other place as the seller may direct in writing: Viola Gilson
3409 Main Street Apt. 530
Vancouver, WA 98663

As referred to in this contract, "date of closing" shall be July 1, 1989.

If Buyer fails to make any payments on assumed obligation(s). Seller may give written notice to Buyer that unless Buyer makes delinquent payment(s) within 30 days, Seller will make the payment(s), together with any late charge, penalties, and costs assessed by the Holder of the assumed obligation(s). Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

Buyer accepts the property in its present condition and acknowledges that Seller have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

FILED FOR RECORD
SKATANIA CO. WASH
BY DEBBIE HINZMAN

JAN 14 9 53 AM '88

Q1. Yes, Q.p.


GARY M. OLSON

11506
REAL ESTATE EXCISE TAX

1987

PAID 67.54
Jen K Winger
IA COUNTY TREASURER

Registered S
 _____ S
 _____ S

Transaction in compliance with County subdivision ordinances.
 Skamania County Assessor. By: 

REAL ESTATE CONTRACT BETWEEN

VIOLA GILSON AND MR. & MRS. B. K. HINZMAN JR.

PAGE 2

Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of the Buyer's obligations pursuant to this Contract.

Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may: Forfeit this contract pursuant to CH. 61.30., RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and in the property of the Buyer and all persons claiming through the Buyer shall be terminated (ii) the Buyer's right under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to the property shall belong to Seller; and (v) Buyer shall be required to surrender possession of the property, improvements to the Seller ten (10) days after the forfeiture.

Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

Notices shall be either personally served or shall be sent certified mail, returned receipt requested and by regular first class mail to Buyer at:

Mr. & Mrs. Bernard K. Hinzman Jr.
P.O. Box 875
Carson, WA 98610

This contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Viola GilsonB. K. Hinzman Jr.
Bernard K. Hinzman

REAL ESTATE CONTRACT BETWEEN
VIOLA GILSON AND MR. & MRS. B.K. HINZMAN JR.
PAGE 3

STATE OF WASHINGTON
COUNTY OF SKAMANIA

)
) ss.
)

On this day personally appeared before me

VIOLA GILSON
Viola Gilson

to me known to be the individual described in
and who executed the within and foregoing
instrument, and acknowledge that

SHE

signed the same as HER

free and voluntary act and deed, for the uses
and purposes therein mentioned.

GIVEN under my hand and official seal this

8th day of AUGUST, 1987.

Shirley Ann D...
Notary Public in and for the State of Washington
resident at STEVENSON

My Commission expires

SEPT. 01, 1989

