

REAL ESTATE CONTRACT

BOOK

38 PAGE 66

46835

For Unimproved Property

THIS CONTRACT, made this 28th day of October, 1953, between

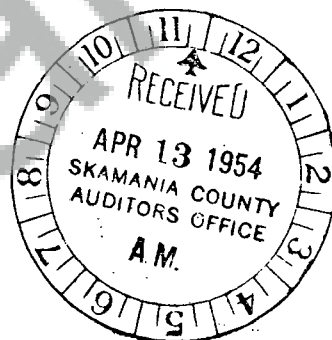
CHARLES G. VESTER and RUBY M. VESTER, husband and wife, hereinafter called the "seller" and
 CLAUDE V. HASTINGS and MARGARET HASTINGS, husband and hereinafter called the "purchaser,"
 wife,

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:

Commencing at a point 348 feet north of the southwest corner of the northeast
 quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20, Township 3 North, Range
 8 E.W.M.; thence east 437.5 feet more or less to the west line of that certain
 tract of land conveyed to Ruben F. Grant and Evelyn Grant, husband and wife, by
 deed dated December 15, 1948, and recorded at page 259 of Book 32 of Deeds, Re-
 cords of Skamania County, Washington; thence south 100 feet; thence west 437.5
 feet to intersection with the west line of the northeast quarter of the southeast
 quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of the said Section 20; thence north 100 feet to the place of
 beginning; said tract of land containing 1 acre more or less;

~~Free of the encumbrances, except:~~

EXCEPTING right of way for State Highway No. 8-C.



On the following terms and conditions: The purchase price is Six Hundred Fifty and No/100 - -
 - - - - - (\$ 650.00) dollars, of which
 Seventy Five and No/100 - - - - - (\$ 75.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The balance of the purchase price amounting to \$575.00 shall be paid by the pur-
 chaser to the seller on or before one year from the date of this contract, and
 the deferred payment shall bear interest at the rate of 6 per cent per annum.

NO. 995
 SKAMANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID NOV 9 1953
 AM \$6.50
 COUNTY TREASURER
 BY Margaret

The purchaser may enter into possession **immediately**

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a **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 Puget Sound 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.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Charles G. Vester (Seal)

Ruby M. Vester (Seal)

Charles V. Hastings (Seal)

Margaret Hastings (Seal)

STATE OF WASHINGTON,
County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 28th day of October, 1953, personally appeared before me

Charles G. Vester and Ruby M. Vester, husband and wife,

to me known to be the individual^s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salomon
Notary Public in and for the state of Washington,
residing at Stevenson therein.

46835



REAL ESTATE CONTRACT
For Unimproved Property

FROM

Charles G. Vester et ux

TO

Charles V. Hastings
STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salomon

OF

AT 11-10 AM APRIL 13, 1954

WAS RECORDED IN BOOK 38

OF DEED AT PAGE 166

RECORDS OF SKAMANIA COUNTY, WASH.

John C. Webster

DUITY AUDITOR

BY R. Salomon

DATE

REGISTERED	INDEXED	RECORDED	COMPARSED	MAILED
<u>R</u>	<u>R</u>	<u>R</u>		

MAIL TO