

REAL ESTATE CONTRACT

For Unimproved Property

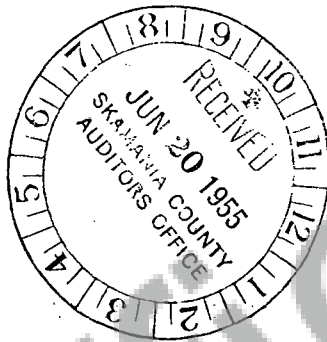
THIS CONTRACT, made this 18th day of June, 1955,

between

ALBERT M. GIRARD and GLADYS F. GIRARD, husband and wife, hereinafter called the "seller" and
IRVIN E. BROCK and MYRTLE I. BROCK, husband and wife, hereinafter called the "purchaser,"

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:

Lots 1, 2, 21, and 22 of Block Six of the TOWNSITE OF COOKS according to the official plat thereof on file and of record in the Office of the Auditor of Skamania County, Washington.



NO. 1544
SHERIFF'S OFFICE COUNTY
TAX SACTION EXCISE TAX
PAID JUN 20 1955
AMOUNT \$5.00
COUNTY TREASURER
BY *Michael J. [Signature]*

On the following terms and conditions: The purchase price is FIVE HUNDRED and No/100 - - -
 - - - - - (\$ 500.00) dollars, of which
 ONE HUNDRED and No/100 - - - - - (\$ 100.00) 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 in the sum of \$400.00 shall be paid by the purchaser to the seller in monthly installments of \$25.00 or more commencing on the 20th day of July, 1955, and on the 20th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of six per cent per annum, and they shall be applied first to interest and then to principal. The purchaser reserves the right at any time while he is in good standing and not in default under the terms and conditions of this contract to pay any part or all of the unpaid principal amount of the contract plus interest then due.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining 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 the purchase price, and all interest due, in full 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.

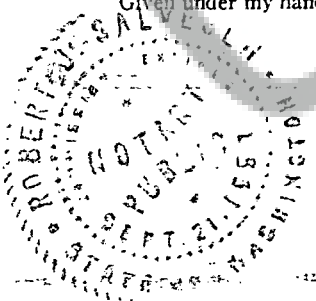
Albert M. Girard (Seal)
Gladys F. Girard (Seal)
Irvin E. Brock (Seal)
Myrtle S. Brock (Seal)

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 18th day of June, 1955, personally appeared before me Albert M. Girard and Gladys F. Girard, 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. Salvesen
Notary Public in and for the state of Washington,
residing at Stevenson, Washington



48837



REAL ESTATE CONTRACT
For Unimproved Property

FROM

Albert M. Girard et ux

TO

Irvin E. Brock et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salvesen

OF Stevenson, Wash.

AT 10-00 A.M. June 20 19 55

WAS RECORDED IN BOOK 39

OF Deed AT PAGE 454

RECORDS OF SKAMANIA COUNTY, WASH.

Alice H. Berg

COUNTY AUDITOR

BY M. Kelly

DEPUTY

REGISTERED	K
INDEXED: DIR.	K
MAILED	K
RECORDED:	
COMPARED	
MAILED	

Mr. Irvin E. Brock
Underwood, Washington