

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st - day of October, 1955 between Stevenson Development Company, a corporation hereinafter called the "seller" and George F. Christensen and Geraldine A. Christensen, hereinafter called the "purchaser," husband and 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:

Lots 8, 9 and 10, in Block 3 of the Second Addition to Hill Crest Acre Tracts, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Free of incumbrances, ~~except~~:

NO 1662  
COUNTY  
SAC .ON EXCISE TAX  
ND OCT 25 1955  
\$11.00  
CC ASURER  
BY M. A. G. Jeter

On the following terms and conditions: The purchase price is Eleven Hundred and no/100 (\$ 1100.00 ) dollars, of which One Hundred Thirty and no/100 (\$ 130.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Beginning on or before November 1, 1955, monthly payments of not less than \$30.00 will be made until the full purchase price plus interest at the rate of six per cent per annum has been paid. Interest is to be computed monthly on unpaid balance and included in payments.



The purchaser may enter into possession

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

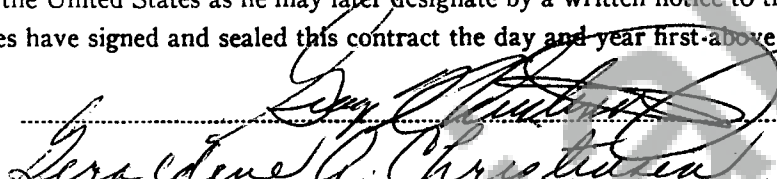
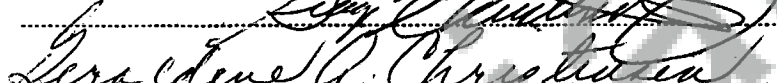
deliver to the purchaser a **Warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Puget Sound Title Insurance Company standard form purchaser's title policy ~~when the purchase price shall have been paid~~ **within 30 days from date of contract**, 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.

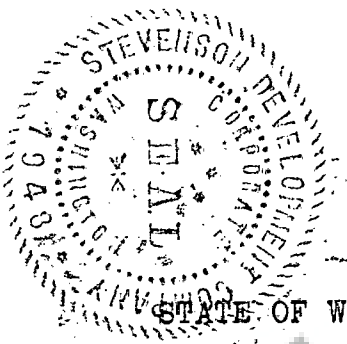
Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the 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.

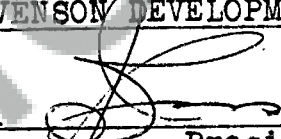
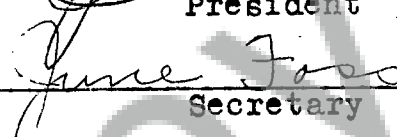
*In Witness Whereof* the parties have signed and sealed this contract the day and year first above written.

 (Seal)  
 (Seal)

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 24<sup>th</sup> day of October, 1955.



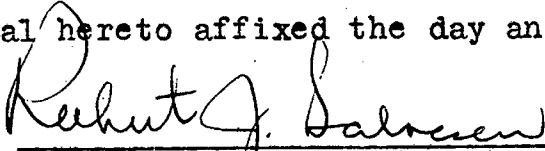
STEVENSON DEVELOPMENT COMPANY

By  President  
By  Secretary

STATE OF WASHINGTON }  
County of SKAMANIA } ss.

On this day of October 24<sup>th</sup>, 1955, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. P. Foss and JUNE FOSS to me known to be the President and Secretary, respectively, of Stevenson Development Company, the corporation which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

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

49475



**REAL ESTATE CONTRA**  
For Unimproved Property

FROM  
Stevenson Developmen  
a corporation

TO  
George F. Christens  
et ux

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

C. E. Chanda

Stevenson, Wash.

AT 3:00 P. M. October 25 19 55

WAS RECORDED IN BOOK 40

AT PAGE 226

RECORDS OF SKAMANIA COUNTY, WASH.

Clive S. Berg

COUNTY AUDITOR

M. Kelly

DEPUTY

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT:	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
FILED	<input checked="" type="checkbox"/>

MAIL TO