

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 20th day of March, 1958, between

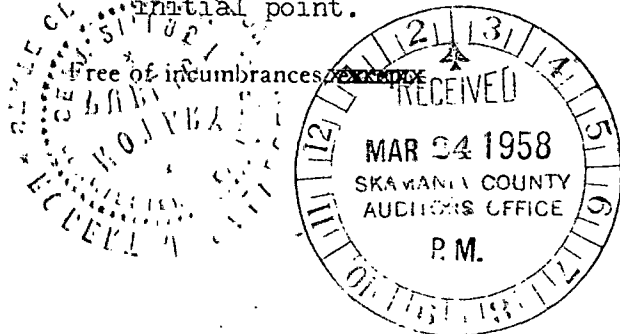
HENRY PEYROLLAZ and ALINE PEYROLLAZ, hereinafter called the "seller" and  
husband and wife,WILLIAM F. SHELLEY and CHARLOTTE J. SHELLEY, hereinafter called the "purchaser,"  
husband and wife,

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:

That portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 28, Township 3 North, Range 8 E. W. M., more particularly described as follows:

Beginning at a point 25 feet west and 40 feet south of the northeast corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 28, thence west 395 feet to the initial point of the tract hereby described; thence west 100 feet; thence south 191 feet; thence east 100 feet; thence north 191 feet to the initial point.



No. 2388  
TRANSACTION EXCISE TAX  
MAR 24 1958  
Amount Paid \$ 50  
Mabel J. Juler  
Skamania County Treasurer  
By Michael M. Danneil  
Deputy

On the following terms and conditions: The purchase price is SEVEN HUNDRED FIFTY and No/100 (\$ 750.00 ) 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 Purchasers agree to pay the balance of the purchase price in the sum of Six Hundred Fifty and No/100 (\$650.00) Dollars in monthly installments as follows: \$50.00 or more on the first day of April, 1958; \$50.00 or more on the first day of May, 1958; \$200.00 or more on the first day of June, 1958; and \$50.00 or more on the first day of October, 1958, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. Said monthly installments due on the first days of April, May, and June, 1958, shall bear no interest if paid promptly when due, but thereafter shall bear interest at the highest legal rate; and the monthly installments due and payable on the first day of October, 1958, and on the first day of every month thereafter shall bear interest at the rate of five (5) per cent per annum computed from the first day of September, 1958, and said installments shall include the interest aforesaid and shall be applied first to interest and then to principal. The purchasers reserve the right at any time while they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price 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 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.

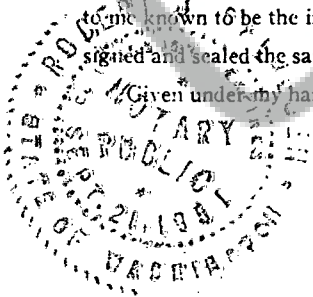
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

William F. Shelley (Seal)  
Charlotte J. Shelley (Seal)  
Henry Peyrollaz (Seal)  
Aline Peyrollaz (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 22nd day of March, 1958, personally appeared before me Henry Peyrollaz and Aline Peyrollaz, 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.



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

3512



REAL ESTATE CONTRACT  
For Unimproved Property

FROM  
Henry Peyrollaz et ux  
  
TO  
William F. Shelley et ux

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
R. J. Salomon  
OF  
AT 2:30 P. M. MAR 24 1958  
WAS RECORDED IN BOOK 44  
OF Deeds AT PAGE 430  
RECORDS OF SKAMANIA COUNTY, WASH.  
Evelyn D. Neal  
COUNTY AUDITOR

RECORDED	INDEXED	INDIRECT	RECORDED	COMPARED	MAILED
2	2	2			

MAIL TO