

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 5th day of May, 1958, between  
WILLIAM J. TAYLOR and ELIZABETH D. TAYLOR, hereinafter called the "seller" and  
husband and wife,  
PAUL SEIFFERT and FLORENCE SEIFFERT, hereinafter called the "purchaser,"  
husband and wife,

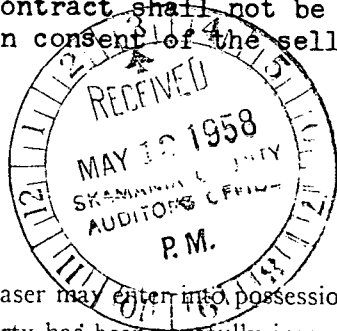
WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the  
seller the following described real estate with the appurtenances, situate in Skamania County,  
Washington:

Beginning at a point on the southerly line of the Evergreen Highway south 1257 feet and west 38.93 feet from the common corner of Sections 15, 16, 21 and 22, Township 2 North, Range 7 E. W. M., thence north 81° west along said highway 850 feet, thence north 79° 51' west along said highway 475 feet to the initial point of the tract hereby described; thence north 79° 51' west along said highway 50 feet; thence south 10° 09' west 80.3 feet; thence south 71° 40' east 50.51 feet to a point south 10° 09' west and 87.49 feet distant from the initial point; thence north 10° 09' east 87.49 feet to the initial point; said tract being designated as the westerly half of Lot 18, and the easterly half of Lot 19 of Block Four of the unrecorded plat of the Town of North Bonneville, Skamania County, Washington.

On the following terms and conditions: The purchase price is SIX HUNDRED and No/100 - - - -  
- - - - - (\$ 600.00 ) dollars, of which  
FORTY and No/100 - - - - - (\$ 40.00 ) 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 Five Hundred Sixty and No/100 (\$560.00) Dollars in monthly installments of Ten and No/100 (\$10.00) Dollars or more commencing on the 10th day of June, 1958, and on the 10th 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 shall include interest in the rate of six (6) per-cent per annum computed upon the monthly balances of unpaid principal, and said interest 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 together with interest then due.

This contract shall not be assigned by the purchasers without the prior written consent of the sellers.



No. 2044  
TRANSACTION EXCISE TAX

MAY 13 1958

Amount Paid *600.00*  
*Melchior J. Deery*  
Skamania County Treasurer

By *Deery, J. Deery*

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 full amount of the purchase price, 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 J. Taylor (Seal)
Elizabeth D. Taylor (Seal)
Paul Seiffert (Seal)
Florence Seiffert (Seal)

STATE OF WASHINGTON, }
County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 5th day of May, 1958, personally appeared before me William J. Taylor and Elizabeth D. Taylor, 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.

R. L. Brittonworth
Notary Public in and for the state of Washington,
residing at Vancouver, Wn

03724



REAL ESTATE CONTRACT
For Unimproved Property

FROM William J. Taylor et ux
TO Paul Seiffert et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } SS
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. W. Salvasan OF Stevenson, Wn. AT 8:00 P. M. May 13, 1958 WAS RECORDED IN BOOK 45 OF DEEDS AT PAGE 15 RECORDS OF SKAMANIA COUNTY, WASH. Evelyn O. Neal COUNTY AUDITOR N. Abbey DEPUTY

Table with 6 columns: REGISTERED, INDEXED: DIR., INDEXED: I., RECORDED, COMPARED, MAILED

MAIL TO