

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 21st day of November, 1958, between

Harry O. Gustafson and Emma Gustafson, husband hereinafter called the "seller" and wife,

Ben R. Wilkins and Marilyn L. Wilkins, husband hereinafter called the "purchaser," and wife, of Anchorage, Alaska,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

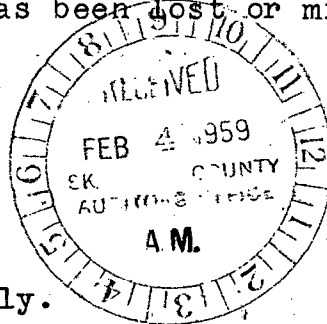
seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Lot Three (3), SPIRIT LAKE VIEW LOTS, 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: Reservations of roads and streets and restrictive covenants prohibiting use of the real estate for commercial purposes, as set forth on the Plat of Spirit Lake View Lots on file and of record at page 105 of Book "A" of Plats, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is One Thousand Eight Hundred and 00/100 - - - - - (\$ 1,800.00 ) dollars, of which Three Hundred and 00/100 - - - - - (\$ 300.00 - ) 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 \$1,500.00 to be paid in monthly installments of not less than \$100.00, which include interest at the rate of 6% per annum on the unpaid balance; first installment of not less than \$100.00 to be paid on the first day of December, 1958, and a like installment of not less than \$100.00 to be paid on the first day of each successive month thereafter, until the full sum of principal and interest is fully paid.

This conveyance is executed in place and in stead of a certain Contract dated November 21, 1958, by and between the identical seller and purchaser herein, which contract has been lost or misplaced.



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 Statutory 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.

No. 2653

TRANSACTION EXCISE TAX

FEB 4 1959

Amount Paid 18.00

Mabel J. Jelin Skamania County Treasurer

By Mildred W. Danzell Deputy

Harry O. Gustafson (Seal)

Emma Gustafson (Seal)

X Ben R. Wilkins (Seal)

X Marilyn D. Wilkins (Seal)

OREGON STATE OF WASHINGTON, County of Multnomah ss.

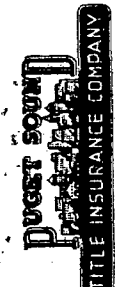
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 30th day of January, 1959, personally appeared before me Harry O. Gustafson and Emma Gustafson, husband and wife,

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.

Notary Public in and for the state of Washington, My Commission expires: 10/10/60

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REAL ESTATE CONTRACT For Unimproved Property

FROM Harry O. Gustafson and Emma Gustafson TO Ben R. Wilkins and Marilyn L. Wilkins

STATE OF WASHINGTON COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

R. J. Schumerson OF Skamania AT 9:00 A.M. Feb 4 1959 WAS RECORDED IN BOOK 45 OF Oreg. AT PAGE 441 RECORDS OF SKAMANIA COUNTY, WASH. Evelyn O. Neal COUNTY AUDITOR BY S. Schumerson DEPUTY

Table with columns: REGISTERED, INDEXED, RECORDED, COMPARED, MAILED. Includes handwritten signatures and dates.

Handwritten signatures: Harry O. Gustafson, Emma Gustafson, Ben R. Wilkins, Marilyn D. Wilkins, Evelyn O. Neal, S. Schumerson.