

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of May, 1960 between  
Franke L. Wells, a widow  
hereinafter called the "seller" and  
Clifford Clapp and Anna Clapp, 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:

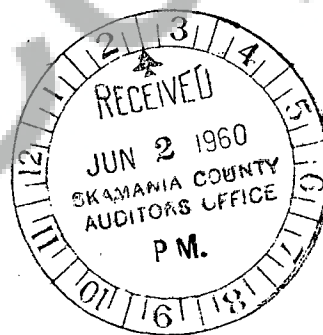
Beginning at the southwest corner of the Northwest quarter of the  
Southwest quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 21, Township 3 North,  
Range 8 E.W.M.; thence north 80 feet; thence east 228 feet;  
thence south 80 feet; thence west 228 feet to the point of  
beginning;

EXCEPT public roads over and across the above described real  
property.

Free of incumbrances, except:

On the following terms and conditions: The purchase price is Seven Hundred Fifty  
and no/100 ----- (\$ 750.00 ) dollars, of which  
Two Hundred and no/100 ----- (\$ 200.00 ) 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 June 1, 1960, monthly payments of  
not less than \$35.00 including interest will be made until  
the full purchase price plus interest has been paid.  
Interest at the rate of six per cent per annum shall be  
computed at time of payment on unpaid balance and included  
in payment.



No. 3082  
TRANSACTION EXCISE TAX

JUN 2 1960  
Amount Paid \$ 7.50  
Milena A. Bennett  
Skamania County Treasurer  
By Beverly J. Kelling, Sec.

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 purchaser shall have paid~~ **as soon as procurable** 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.

Clifford Clapp (Seal)  
Anna L. Clapp (Seal)  
Frank L. Wells (Seal)  
\_\_\_\_ (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 2ND day of JUNE, 1960, personally appeared before me Frank L. Wells, a widow

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

Rahel J. Saltsen  
Notary Public in and for the state of Washington,  
residing at Stevenson, Washington.



**REAL ESTATE CONTRACT**  
For Unimproved Property

FROM  
Frank L. Wells  
to  
TO  
Clifford Clapp et ux

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA } ss  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
S.S. Saltsen  
OF Stevenson, Wash.  
AT 2:30 P.M. June 2, 1960  
WAS RECORDED IN BOOK 47  
OF Deeds AT PAGE 230.  
RECORDS OF SKAMANIA COUNTY, WASH.  
Rahel J. Saltsen  
COUNTY AUDITOR  
BY S. Saltsen DEPUTY

REGISTERED	5
INDEXED	5
INDIRECT	5
RECORDED	
COMPARED	
MAILED	