

REAL ESTATE CONTRACT

BOOK

5645
47 PAGE 05

For Unimproved Property

THIS CONTRACT, made this 19th day of December, 1959, between

FRANKE L. WELLS, a widow, hereinafter called the "seller" and
TORSTEN KNUDSEN and MAY C. KNUDSEN, 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:

Lot 4 of WELLS' HOMESITES according to the official plat
thereof on file and of record in the office of the Audi-
tor of Skamania County, Washington.

No. 2949

TRANSACTION EXCISE TAX

JAN 7 1960

Amount Paid \$3.50

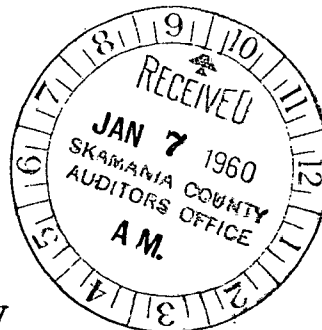
M. J. Jeter
Skamania County Treasurer

By

On the following terms and conditions: The purchase price is THREE HUNDRED FIFTY and No/100
- - - - - (\$ 350.00) dollars, ~~of which~~

~~has been paid to the seller by check~~ and the purchaser agrees to pay the balance of said
purchase price as follows:

The purchasers agree to pay the purchase price in the sum of Three
Hundred Fifty and No/100 (\$350.00) Dollars in monthly installments
of Ten and No/100 (\$10.00) Dollars, or more, commencing on the 5th
day of February, 1960, and on the 5th 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 at the rate of eight (8%) per-cent per annum com-
puted upon the monthly balances of the unpaid purchase price, and
shall be applied first to interest and then to principal. The pur-
chasers reserve the right at any time 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 per-
taining 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.

Frank L. Wells (Seal)
Torsten Knudsen (Seal)
May Knudsen (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 19th day of December, 1959, personally appeared before me Frank L. Wells

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.

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



REAL ESTATE CONTRACT
 For Unimproved Property

FROM

FRANKE L. WELLS

TO

TORSTEN KNUDSEN
 et ux.

STATE OF WASHINGTON } SS
 COUNTY OF SKAMANIA }

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

Robert J. Salomon
 OF Stevenson, Wash.

AT 9:30 PM JANUARY 19 1960

WAS RECORDED IN BOOK 147

OF Page 5

RECORDS OF SKAMANIA COUNTY, WASH.

BY Robert J. Salomon

COUNTY AUDITOR

BY De Quimond DEPUTY

REGISTERED	S
INDEXED	S
INDIRECT	S
RECORDED	
COMPARED	
MAILED	