

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 16th. day of December 1961 between
 GEO. M. DRANEY, a single man, hereinafter called the "seller" and
 ARNOLD O. MYHRE and GERTRUDE E. MYHRE, his 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:

All that portion of Government Lot 2 of Section 29, Township
 3 North, Range 8 E. W. M. lying northerly of the northerly
 right of way line of the Seattle, Portland and Spokane Rail-
 way Company;

SUBJECT TO flowage easement granted to the United States of
 America dated January 23, 1936, and recorded at page 521 of
 Book Y of Deeds, Records of Skamania County, Washington.

Free of incumbrances, except: None.

No. 7581
 TRANSACTION EXCISE TAX

JAN 2 1962

Amount Paid \$225

Michael O. Donnell

Skamania County Treasurer

By Beverly J. Wilking, Dep.

On the following terms and conditions: The purchase price is TWO THOUSAND TWO HUNDRED and
 No/100 ----- (\$2,200.00) dollars, of which
 SEVEN HUNDRED and No/100 ----- (\$ 700.00) 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
 One Thousand Five Hundred and No/100 (\$1,500.00) Dollars in monthly installments
 of Twenty-Five and No/100 Dollars, or more, commencing on the 15th day of January,
 1962, and on the 15th day of each and every month thereafter until the full amount
 of the purchase price together with interest shall have been paid. The said month-
 ly installments shall include interest at the rate of six per-cent (6%) per annum
 computed upon the monthly balances of the unpaid purchase price, and shall be
 applied first to interest and then to principal. The purchasers reserve the right
 at any time they are not in default under the terms and conditions of this con-
 tract 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 ~~which the purchaser shall have paid~~ within 30 days from date hereof 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.

X George M. Draney (Seal)
 X Arnold O. Myhre (Seal)
 X Gertrude E. Myhre (Seal)
 _____ (Seal)

IDAHO
 STATE OF ~~WASHINGTON~~
 County of TWIN FALLS ss.

I, the undersigned, a notary public in and for the state of Idaho, hereby certify that on this 16th day of December 1961, personally appeared before me George M. Draney

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

Jay O. Eastman
 Notary Public in and for the state of ~~Washington~~ Idaho,
 residing at Buhl, Idaho



George M. Draney, to Arnold O. Myhre et al
 Filed for Record at Request of

Name C. E. Ramda

Address _____

City and State Stevenson - Wm.

REGISTERED <u>W</u>
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY C. E. Ramda

OF Stevenson - Wm

AT 2:00 P.M. Jan 2 19 61

WAS RECORDED IN BOOK 49

OF Deed AT PAGE 330

RECORDS OF SKAMANIA COUNTY, WASH.

Evelyn O'Neal
 COUNTY AUDITOR

BY S. Wilson