

FORM 408  
408

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 22nd day of May, 1962, between  
EDWARD C. ERICKSON and BELLE G. ERICKSON, his wife, hereinafter called the "seller" and  
RICHARD L. PETERSON and JUANITA D. PETERSON, 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:

Beginning at a point on the east boundary line of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>)  
of Section 26, Township 3 North, Range 8 E. W. M. which point is south 00° 11'  
east 1,390 feet from the northeast corner of the SW<sup>1</sup>/<sub>4</sub> of said Section 26; thence  
south 50° 49' west 63.2 feet; thence south 38° 28' west 123.3 feet; thence south  
22° 46' east 177 feet; thence south 54° 47' west 225.3 feet; thence north 03°  
52' west 192 feet; thence north 69° 40' west 90.6 feet; thence south 01° 23'  
east 205.2 feet; thence south 72° 40' west 212.2 feet; thence south 01° 23' east  
26.4 feet; thence south 36° 32' west 105 feet; thence east 60 feet; thence south  
12° 41' east 130 feet; thence south 03° 52' west 105 feet; thence 12° 41' west  
93 feet; thence south 01° 23' east 188 feet; thence west across Wilson Creek to  
~~XXXXXX~~ the center of the Wind Mountain County Road; thence in a  
southerly direction following the center line of the Wind Mountain Road to the  
south line of said Section 26; thence east to the center line of Section 26;  
thence north along said center line to point of beginning said tract containing  
13 acres, more or less.

On the following terms and conditions: The purchase price is ONE THOUSAND and No/100 - - -  
- - - - - \$1,000.00 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 Nine  
Hundred Sixty and No/100 (\$960.00) Dollars in monthly installments of Twenty-Five  
and No/100 (\$25.00) Dollars, or more, commencing on the 1st day of July, 1962, and  
each month thereafter to and including the 1st day of July, 1963, and in monthly  
installments thereafter in the sum of Fifty and No/100 (\$50.00) Dollars, or more,  
commencing on the 1st day of July, 1963, and on the 1st day of each and every  
month thereafter until the full amount of the purchase price together with interest,  
if any, shall have been paid. The said monthly installments shall bear no interest  
if paid promptly when due, but after default the unpaid principal shall bear  
interest at the highest legal rate. The purchasers 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, if any, then due.

This contract shall not be assigned without the express written consent of the  
seller, and any purported assignment thereof without such consent shall be null  
and void.

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.

No. 1591  
**TRANSACTION EXCISE TAX**  
MAY 23 1962  
Amount Paid 1.10  
Michael O'Donnell  
Skamania County Treasurer  
By Edward C. Erickson (Seal)  
Belle G. Erickson (Seal)  
Richard L. Peterson (Seal)  
Janetta D. Peterson (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 22nd day of May, 1962, EDWARD C. ERICKSON, and BELLE G. ERICKSON, husband and wife,

to me known to be the individual<sup>s</sup> 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.

Rahert G. Salmon  
Notary Public in and for the state of Washington,  
residing at Stevenson, Washington.



Filed for Record at Request of

Name.....  
Address.....  
City and State.....

REGISTERED S  
INDEXED: DIR S  
INDIRECT: S  
RECORDED: S  
COMPARED

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY Rafa Salmon  
OF City  
AT 8:45 AM May 23 1962  
WAS RECORDED IN BOOK 49  
OF Page AT PAGE 538  
RECORDS OF SKAMANIA COUNTY, WASH.  
Evelyn O'Donnell  
COUNTY AUDITOR  
BY Edmond  
DEPUTY

09340