

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this 19th day of May, 1962, between  
 ORVAL H. RICHARDSON and MARTHA M. RICHARDSON, his wife, hereinafter called the "seller" and  
 SHELDON E. BAXTER and LILLIAN BAXTER, 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 the Jas. M. Finley D. L. C. in Section 36, Township 3 North,  
 Range 8 E. W. M., lying northerly of Primary State Highway No. 8 and easterly of  
 the county road known and designated as the Bergen Road; ALSO: All that portion  
 of the Jas. M. Finley D. L. C. in Section 31, Township 3 North, Range 9 E. W. M.,  
 lying northerly of Primary State Highway No. 8 and westerly of the center of Col-  
 lins Creek; EXCEPT a tract of land 1.12 acres in area conveyed to the State of  
 Washington for highway purposes by deed dated February 16, 1950, and recorded  
 March 15, 1950, at page 8 of Book 33 of Deeds, Records of Skamania County, Wash-  
 ington.

Free of incumbrances, except:

- (1) Minerals and mineral rights reserved by the Union Pacific Railroad Company,  
 a Utah corporation, by deed dated September 30, 1949, and recorded November 7,  
 1949, at page 560 of Book 32 of Deeds, Records of Skamania County, Washington.
- (2) Easements and rights of way for public roads and electric power transmission  
 lines over and across the real estate under search.

On the following terms and conditions: The purchase price is FIVE THOUSAND ONE HUNDRED and  
 No/100 - - - - - (\$ 5,100.00 ) dollars, of which  
 THIRTY-FIVE and No/100 - - - - - (\$ 35.00 ) 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 amounting to Five  
 Thousand Sixty-Five and No/100 (\$5,065.00) Dollars in monthly installments of  
 Thirty-Five and No/100 (\$35.00) Dollars or more commencing on the 25th day of  
 June, 1962, and on the 25th 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 six per-cent (6%)  
 per annum computed upon the monthly balances of the unpaid purchase price, and  
 said installments 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 contract to pay any part or all of the unpaid purchase price,  
 plus interest, 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 **the purchase price in full** 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.

2593

## TRANSACTION EXCISE TAX

MAY 28 1962

Amount Paid \$51.00

Mildred O'Donnell  
Skamania County Treasurer

By

Orval H. Richardson (Seal)  
Martha M. Richardson (Seal)  
Sheldon E. Bonter (Seal)  
Lillian Bonter (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 May, 1962, personally appeared before me: ORVAL H. RICHARDSON and MARTHA M. RICHARDSON, husband and wife, to me known to be the individuals 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. Salmer  
 Notary Public in and for the state of Washington,  
 residing at Stevenson, Washington.



00647

Filed for Record at Request of

Name

Address

City and State

REGISTERED	S
INDEXED: DIR.	
INDIRECT:	
RECORDED:	
COMPARED	

THIS SPACE RESERVED FOR RECORDER'S USE:  
 STATE OF WASHINGTON } SS  
 COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Max S.E. BonterOF Lawson, Wm.AT 10:30 AM Oct 15 1962WAS RECORDED IN BOOK 50OF Deeds AT PAGE 437

RECORDS OF SKAMANIA COUNTY, WASH.

Evelyn O'Neal  
COUNTY AUDITORS. J. Simmons