

50859

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 8th day of October, 1962

between

MAUDE V. ROBERTS, a single woman,

hereinafter called the "seller" and

WILLIAM M. TUBBS and ALLENE F. TUBBS husband and wife.

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 northeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 E.W.M., thence 12 rods south to the initial point of the tract hereby described; thence west 13 $\frac{1}{2}$ rods; thence south 12 rods; thence east 13 $\frac{1}{2}$ rods; thence north 12 rods to the initial point;

EXCEPT easements and right of ways for public roads over and across the above described real property.

Free of incumbrances, except: none.

No trees to be cut down until property is paid for unless permission is granted by seller.

On the following terms and conditions: The purchase price is ONE THOUSAND TWO HUNDRED and No/100----- (\$ 1,200.00) dollars, of which THREE HUNDRED and No/100----- (\$ 300.00) 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 and No/100 (\$900.00) dollars in monthly installments of Thirty and No/100 (\$30.00) Dollars, or more, commencing on the 22nd day of November, 1962, and on the 22nd 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 percent (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 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 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 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.

TRANSACTION EXCISE TAX

OCT 16 1962

Amount Paid 1.20
Mildred O. O'Connell
 Skamania County Treasurer

By

Maude V. Roberts (Seal)
William M. Tubbs (Seal)
Alene F. Tubbs (Seal)
 (Seal)

STATE OF OREGON,

ss.

County of Multnomah

FORM NO. 23 — ACKNOWLEDGMENT
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 11th day of October, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MAUDE V. ROBERTS, a single woman,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Stanley Gross
 Notary Public for Oregon.
 My Commission expires 12/13/63

PUGET SOUND
Real Estate
 TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT
 For Unimproved Property

FROM

Maude V. Roberts

TO

William M. Tubbs & Alene F. Tubbs

STATE OF OREGON
 COUNTY OF BRANDON

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Ed. Sall

OF

AT 3:15 P.M. Oct 16 1962WITNESSED IN BOOK 50OF Deeds PAGE 440

REGISTERED IN

Ernestine O'Connell
 COUNTY CLERK

BY

DEPUTY

REGISTERED	FILED
INDEXED	MAILED
MAIL TO	