

**WASHINGTON
TITLE INSURANCE
COMPANY**

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this

16 day of

October, 1963.

between **Claud Calvin Wood**

No. **4149**

hereinafter called the "seller," and

Anton Larson

TRANSACTION EXCISE TAX

OCT 22 1963

hereinafter called the "purchaser,"

Amount Paid \$2500
Medel O. Donnell

Skamania County Treasurer

WITNESSETH: That 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 the County of **Skamania** State of Washington, to-wit:

"Part of Lot Four and Lot Five, Block Three, Bonnavista Addition, City of Bonneville, Skamania County, Washington."

*For information purposes. Seller is sole heir to the estate of Jane Van Note, now being probated in Skamania County, Washington. The estate's asset is the above described property which purchaser wishes to buy and seller wishes to sell. It is under the assumption that seller shall obtain and does have a legal right to convey this property to purchaser for which this real estate contract has been prepared. **Property**

The terms and conditions of this contract are as follows: The purchase price is **2,500.00**

(\$ **2,500.00**) Dollars, of which
xxxxxxxxxxxxxx (**none**) Dollars

has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Forty (\$40.00) Dollars per month, beginning at such time as purchaser can move into possession of the above described property. As soon as purchaser moves in then said payments are to be paid seller whose address for payment purposes shall be: Roosevelt, Washington. As soon as seller is vested with legal title as shall be shown by certain probate proceedings now in process in the Skamania County Clerk's Office, Stevenson, Washington, then purchaser shall pay seller one thousand (\$1,000.00) toward the then unpaid purchase price, and shall continue paying \$40.00 per month, or more, on the unpaid purchase price. Purchaser has the right to pay off the unpaid purchase price at any time. Seller understands that this agreement to be null and void if he is not vested with legal title within a reasonable length of time hereafter.

All of the following provisions shall take effect only upon seller being vested with title.

The purchaser is entitled to take possession of said premises on

as soon as tenant is removed.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed deed of said described premises.

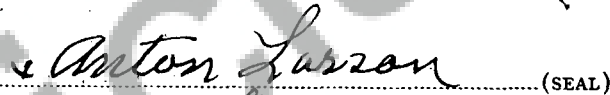
Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Bonneville, Washington

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.



Bland Woods (SEAL)

(SEAL)

..... (SEAL)

STATE OF WASHINGTON,

County of **Klickitat**

On this day personally appeared before me Claud Calvin Wood as seller, and Anton Larson, as buyer.

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this) 16 day of October, 1963.

Edward Joseph Helmer
Notary Public in and for the State of Washington.

Notary Public in and for the State of Washington,

residing at...Goldendale.

FORM L 37

Edward J. Helmcke, Attorney
Goldendale, Washington

Real Estate Contract

FROM

Cloud Salvino Wood

to

Anton Hansen

STATE OF WASHINGTON } ss
COUNTY OF SIKANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING. FILED BY-

Antonio Gonzalez

of H. Bonnell - Wm.

AT 3:20 P.M. Oct. 22 1963

WASHINGTON
WAS RECORDED IN ROOM 52

OF 0 bonds **TITLE INSURANCE** FOR PAGE 121

RECORDS OF SKAGANIA COUNTY, WASH.

SEATTLE WASHINGTON

COUNTY AUDITOR

Mail to Clinton, Oregon

Beet 414

M. Bennerville

Send Tax Statement to:

REGISTERED

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SEVEN DKK.

PROJECT 5

RECEIVED

100

ADDED

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