

13712

FORM 408

BOOK 53 p. 116

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 22<sup>nd</sup> day of July, 1964 between Harry O. Gustafson and Emma A. Gustafson, husband and wife, hereinafter called the "seller" and E. I. Miller 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:

Lot Eight (8), SPIRIT LAKE VIEW LOTS, in the County of Skamania and State of Washington.

Free of incumbrances, except:

On the following terms and conditions: The purchase price is One Thousand Eight Hundred and 00/100 - - - - - (\$ 1,800.00 ) dollars, of which Two Hundred Fifty and 00/100 - - - - - (\$ 250.00 - ) 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 balance of \$1,550.00 to be paid in monthly installments of not less than \$15.00, together with interest at the rate of 6% per annum on the unpaid balance; first installment of not less than \$15.00, together with interest, to be paid on the 15th day of August, 1964, and a like installment of not less than \$15.00, together with interest, to be paid on the 15th day of each successive month thereafter, until the full sum of principal and interest is fully paid.

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 Statutory 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.

Harry O. Gustafson (Seal)
Emma A. Gustafson (Seal)
E. I. Miller (Seal)
Loris K. Miller (Seal)

No. 4433
TRANSACTION EXCISE TAX

JUL 29 1964
Amount Paid \$18.00
Skamania County Treasurer
By

OREGON
STATE OF WASHINGTON
County of Multnomah

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this July 22nd day of July, 1964, personally appeared before me Harry O. Gustafson and Emma A. Gustafson, husband and wife,

to me known to be the individual 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.



Notary Public in and for the state of Washington, Oregon
residing at My Commission expires: 3/19/66



REAL ESTATE CONTRACT
For Unimproved Property

FROM
Harry O. Gustafson et ux
TO
E. I. Miller

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

AT 11 A.M. July 29 1964
WAS RECORDED IN BOOK 53
OF Records AT PAGE 116
RECORDS OF SKAMANIA COUNTY, WASH.
BY E. I. Miller
COUNTY AUDITOR
DEPUTY

Table with columns: REGISTERED, INDEXED, MAIL TO, RECORDED, COMPARED, MAILED