

408

REAL ESTATE CONTRACT 300K 33 336
For Unimproved Property

THIS CONTRACT, made this 16th day of October, 1964, between

ELLIS A. HOUSE and ELIZABETH R. HOUSE, hereinafter called the "seller" and
husband and wife,
CLARENCE W. RUDHE and HARRIET L. RUDHE, hereinafter called the "purchaser,"
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:

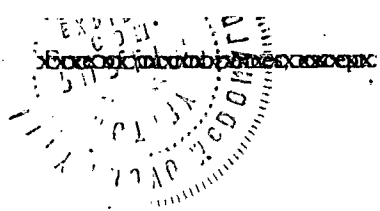
The following described real property as more particularly described on Schedule
A attached hereto.

A tract of land in Section 27, Township 3 North, Range 8 E. W. M., being a portion of the William M. Murphy D. L. C. and more particularly described as follows: Beginning at a point which is the intersection of the east line of the William Murphy D. L. C. with the northerly right of way line of the State Highway No. 8 as existing in 1964 and which point is marked by a county monument; thence along said northerly right of way line north $66^{\circ} 34'$ west 230.50 feet; thence north $23^{\circ} 26'$ east 20.0 feet; thence north $66^{\circ} 34'$ west 250.0 feet; thence south $23^{\circ} 26'$ west 10.0 feet; thence north $66^{\circ} 34'$ west 416.0 feet; thence north $23^{\circ} 26'$ east 255.60 feet to the northerly right of way line of the county road known as the House Road; thence along said northerly line south $68^{\circ} 17'$ east 215.0 feet to the true point of beginning of the following described tract and which point is marked by an iron rod; thence north $21^{\circ} 43'$ east 167.45 feet, more or less, to the northerly line of a tract of land conveyed to Ellis A. House by deed dated May 24, 1956, and recorded on page 502, Book 41 of Deeds, Records of Skamania County, Washington, and listed therein as "Parcel No. 1"; thence along this line north $60^{\circ} 41'$ west 832.57 feet; thence north $59^{\circ} 38'$ west 123.9 feet, more or less, to a point on the easterly line of a tract of land conveyed to the Wind River Lumber Company by deed dated August 18, 1903, and recorded at page 499 of Book H of Deeds, Records of Skamania County, Washington; thence in a southerly direction following the easterly line of said Wind River Lumber Company tract to an intersection with the northerly right of way line of State Highway No. 8 as existing in 1964; thence following this northerly right of way line south $66^{\circ} 34'$ east 180.0 feet, more or less, to the northwesterly right of way line of a county road known as the "House Road" and which point is 120.0 feet north $23^{\circ} 26'$ east from Station 328+30 on the center line of State Highway No. 8 existing in 1964; thence along the northerly right of way line of said "House Road" to the point of beginning; Described tract containing 5.75 acres, more or less. Bearings are referred to bearing of State Highway No. 8 North $66^{\circ} 34'$ west.

REAL ESTATE CONTRACT

SCHEDULE A

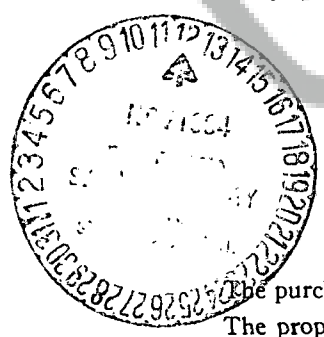
Ellis A. House and wife to
Clarence W. Rudhe and wife.



307A 23 337

On the following terms and conditions: The purchase price is FIVE THOUSAND SEVEN HUNDRED FIFTY and No/100 - - - - - (\$ 5,750.00) dollars, of which FIVE HUNDRED and No/100 - - - - - (\$ 500.00) 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 Five Thousand Two Hundred Fifty and No/100 (\$5,250.00) Dollars as follows: The sum of Five Hundred and No/100 (\$500.00) Dollars on the tenth day of November, 1964, and thereafter in monthly installments of Seventy Five and No/100 (\$75.00) Dollars, or more, commencing on the tenth day of December, 1964, and on the tenth 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 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 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.

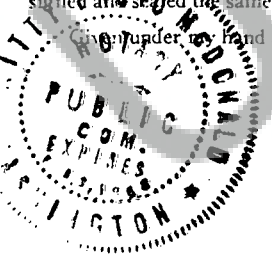
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Ellis A House (Seal)
Elizabeth R House (Seal)
Clarence W. Rudhe (Seal)
Harriet L. Rudhe (Seal)

No. 4506
TRANSACTION EXCISE TAX
NOV 10 1964
Amount Paid \$57.50
Melrud O. Donnell
Skamania County Treasurer
By Beverly J. Ballipo Rep

STATE OF WASHINGTON,
County of Pacific ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 19th day of October, 1964, personally appeared before me ELLIS A. HOUSE and ELIZABETH R. HOUSE, his wife, to me known to be the individual s 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.



Larry Howard McDonald
Notary Public in and for the state of Washington,
residing at Long Beach



REAL ESTATE CONTRACT
For Unimproved Property

FROM
Ellis A. House et al
TO
Clarence W. Rudhe et al
STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Larson Donnell
OF Skamania - WASH.
ATTEND P. M. Nov 12 1964
WAS RECORDED IN BOOK 53
OF Deed AT PAGE 336
RECORDS OF SKAMANIA COUNTY, WASH.
Beverly J. Ballipo
COUNTY AUDITOR
BY L. D. Donnell DEPUTY

REGISTERED	5
MAIL TO	5
FILED	5
INDEXED	
MAILED	