

FORM 408

408

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 31st day of October, 1964 between

EVELYN F. PARSONS, dealing with her separate property, hereinafter called the "seller" and  
 EMIL SLATICK and DARLENE A. SLATICK,  
 husband and 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:

That portion of Lot 4 of STEVENSON PARK ADDITION according to the official plat  
 thereof on file and of record in the office of the Auditor of Skamania County,  
 Washington, more particularly described as follows:

Beginning at the intersection of the north line of the said Lot 4 with the wes-  
 terly right of way line of the county road known and designated as Frank Johns  
 Road; thence west along the north line of the said Lot 4 a distance of 79.69 feet  
 to the initial point of the tract hereby described; thence south  $11^{\circ} 03'$  east  
 152.74 feet to an iron pipe on the south line of the said Lot 4; thence west along  
 the south line of the said Lot 4 a distance of 263.96 feet; thence north  $01^{\circ} 48'$   
~~XXXXXX~~ east 150.3 feet to intersection with the north line of  
 the said Lot 4; thence east along the north line of the said Lot 4 a distance of  
 230.7 feet to the initial point; EXCEPT the westerly 100 feet thereof.

On the following terms and conditions: The purchase price is ONE THOUSAND and No/100  
 ----- (\$ 1,000.00 ) dollars, of which  
ONE HUNDRED and No/100 ----- (\$ 100.00 ) 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 Twenty-Five and No/100 (\$25.00) Dollars, or more, commencing on the  
1st day of December, 1964, and on the 1st day of each and every month  
 thereafter until the full amount of the purchase price together with in-  
 terest 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 while 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 on date of closing of sale

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 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. 1549  
TRANSACTION EXCISE TAX

NOV 13 1964  
Amount Paid \$0.00  
Michael W. Samuels  
Skamania County Treasurer  
By

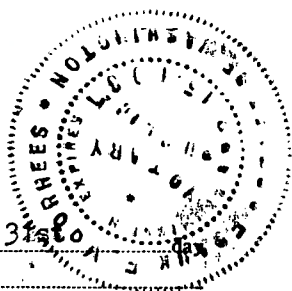
Evelyn F. Parsons (Seal)  
Emil Slatick (Seal)  
Dorlene A. Slatick (Seal)

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  
of October, 1964, personally appeared before me  
EVELYN F. PARSONS  
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she  
signed and sealed the same as her 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.

Frank E. Voorhees  
Notary Public in and for the state of Washington,  
residing at Stevenson, therein  
North Bonneville, therein



Filed for Record at Request of

Name  
Address  
City and State

REGISTERED	5
INDEXED	5
FILED	5
RECORDED	
COPIED	
MAILED	

STATE OF WASHINGTON  
COMMISSIONER OF RECORDS & COPIES  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
Frank E. Voorhees  
OF Stevenson - Wn.  
AT 2:40 PM Nov. 13 1964  
WAS RECORDED IN BOOK 53  
OF Deeds AT PAGE 343  
RECORDS OF SKAMANIA COUNTY, WASH.  
Evelyn F. Parsons  
COUNTY AUDITOR  
S. Simmons  
DEPUTY

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.

No. 1549  
TRANSACTION EXCISE TAX

NOV 13 1964

Amount Paid 10.00

Michael Whanell  
Skamania County Treasurer

By

Evelyn F. Parsons (Seal)

Emil Slatich (Seal)

Darlene A. Slatich (Seal)

STATE OF WASHINGTON  
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this  
of October, 1964, personally appeared before me  
EVELYN F. PARSONS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she  
signed and sealed the same as her 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.

Frank E. Voorhees  
Notary Public in and for the state of Washington,

residing at Stevenson, Oregon.

North Bonneville, therein



Filed for Record at Request of

Name	REGISTERED 5
Address	INDEXED: CM 5
City and State	INTEREST 5
	RECORDED:
	CONTAINED
	MAILED

STATE OF WASHINGTON	RECORDER'S USE:
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
Frank Voorhees	
OF Stevenson - Wm.	
AT 2:40 P.M. Nov. 13, 1964	
WAS RECORDED IN BOOK 53	
OF Deeds AT PAGE 343	
RECORDS OF SKAMANIA COUNTY, WASH.	
Evelyn F. Parsons	
COUNTY AUDITOR	
S. Simmons	
DEPUTY	