

14875

BOOK

54 pg 115

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 6th day of April, 1965, between
CHARLES H. GALE and PEARL I. GALE, husband and wife, hereinafter called the "seller" and
JERRY D. SHEPARD and BARBARA SHEPARD, 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:

Beginning at a point 455 feet west and 30 feet north of the southeast corner of
Section 20, Township 3 North, Range 8 E. W. M., said point being the southeast
corner of that tract of land conveyed by deed to Alice McNeill and recorded in
Book T of Deeds, Records of Skamania County, Washington, at page 578; thence west
100 feet to the initial point of the tract hereby described; thence north 100
feet; thence west 50 feet; thence south 100 feet to a point 30 feet north of the
south line of the said Section 20; thence east 50 feet to the initial point.

Free of incumbrances, except: easement and right of way granted to Skamania County for
Hot Springs Avenue.

On the following terms and conditions: The purchase price is FOUR HUNDRED and NO/100 - - -
----- (\$ 400.00) dollars, of which
TEN and NO/100 - - - - - (\$ 10.00) 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 Three Hundred Ninety and No/100 (\$390.00) Dollars in monthly
installments of Ten and No/100 (\$10.00) Dollars, or more, commencing
on the 10th day of May, 1965, and on the 10th 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 five per-cent (5%) per annum
computed upon the monthly balances of the unpaid purchase price, and
shall be applied first to interest and then to principal. The pur-
chasers 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 April 10, 1965.

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 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.

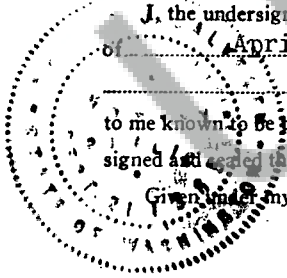
No. 1687
TRANSACTION EXCISE TAX
APR 7 1965
Amount Paid \$4.00
Nedrick O'Donnell
Skamania County Treasurer
By

Charles H. Gale (Seal)
Pearl I. Gale (Seal)
Jerry D. Shepard (Seal)
Barbara Shepard (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 6th day of April, 1965,

CHARLES H. GALE and PEARL I. GALE, husband and 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. Given under my hand and official seal the day and year last above written.



Notary Public in and for the state of Washington,
residing at Stevenson therein.



Filed for Record at Request of

Name
Address
City and State

REGISTERED 5
INDEXED DJR 5
INDEXED 5
RECORDED
COMPLETED

STATE OF WASHINGTON
THIS SPACE RESERVED FOR RECORDER'S USE:
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Sawyer OF Stevenson - WASH. AT 8:45 P.M. APR. 7 1965 WAS RECORDED IN BOOK 54 OF Deeds AT PAGE 115 RECORDS OF SKAMANIA COUNTY, WASH. E. J. O'Donnell COUNTY AUDITOR BY J. Simmons DEPUTY

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