408

REAL ESTATE CONTRA

For Unimproved Property

THIS CONTRACT, made this first day of

ROBERTA MILLESON DEL SOL and EMIL J. DEL SOL, her husband,

hereinafter called the "seller" and

KENETH W. PETERSON and ELSIE M. PETERSON,

husband and wife, WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

hereinafter called the "purchaser,"

seller the following described real estate with the appurtenances, situate in

County,

That portion of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 1, Township 3 North, Range $7\frac{1}{2}$ E. W. M., lying northeasterly of the strip of land 150 feet in width acquired by the State of Washington for Secondary State Highway No. 8-C by deed dated October 16, 1956, and recorded at page 483 of Book 42 of Deeds and as more particularly described at pages 6 and 7 of Book A of Highway Plats, Records of Skamania County, Washington; said tract being more particularly described as follows:

Beginning at a point on the center line of said highway north 01° 23' east 536

feet from the interior sixteenth corner marking the southeast corner of the $SW_{4}^{\frac{1}{4}}$ of the said Section 1; thence north Ol^{\bullet} 23' east 775.27 feet to the northeast corner of the $SW_{4}^{\frac{1}{4}}$ of the NE_{4}^{1} of the said Section 1; thence north 88° 40 west 683.79 feet to intersection with the center line of said highway; thence south 40° 02' west following the center line of said highway 1,033 feet to the point of beginning;

December, 1965,

EXCEPT 75 foot right of way lying northeasterly of the center line aforesaid.

ONE THOUSAND and NO/100 On the following terms and conditions: The purchase price is TWO HUNDRED FIFTY and NO/100 -- (\$ 1,000.00) dollars, of which 3 -- - (\$ 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 purchasers agree to pay the balance of the purchase price in the sum of Seven Hundred Fifty and No/100 (\$750.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the first day of January, 1966, and on the first 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.

4000 TRANSACTION EXCISE TAX

DEC 1 6 1965

Amount Paid 5/0 00 mie sed o'Don

Skamania County Treasurer By Benerly J. Bellips,

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The purchaser may enter into possession immediately.

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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

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deliver to the purchaser a	warranty	deed t	to the prope	erty, excepting any part
which may have been condemn accrue hereafter through any pe	ned, free of incumbrancerson other than the sello	ces except those a er.	bove mentio	oned, and any that may
The seller agrees to furnis policy when the purchaser shall insuring the title to said propert except any which are assumed b	have paid the purch y with liability the same	ase price in e as the above pure	full chase price,	free from incumbrances
Time is of the essence her condition or agreement hereof production and the purchaser's ripayments made hereunder, and liquidated damages, and the sell the seller after such forfeiture purchaser's rights hereunder, the such action, together with all controls.	promptly at the time and ghts hereunder terminate all improvements place ler shall have the right the shall commence an action of purchaser agrees to passes	I in the manner he red. Upon the term d upon the premis to re-enter and tak on to procure an ad ay the expense of s	rein require ination of the shall be the possession of the possess	d, the seller may elect to he purchaser's rights, all forfeited to the seller as n of the property; and if of the termination of the
Notice of forfeiture may be a sealed envelope with postage or such other post office address	prepaid, addressed to the	he purchaser at the	e address gi	ven below his signature,
In Witness Whereof the pa		la Mell	:	year first above written. (Seal) (Seal)
	Level	Lu Gil	issa.	(Seal)
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STATE OF WASHINGTON,	`~(
County of Skamania		15+h
I, the undersigned, a notary public	in and for the state of Washington, hereb	15th y certify that on this1day
of December, 1965,	personally appeared before	me
		SOL, her husband,
to me known to be the individual.S des	scribed in and who executed the foregoing i	instrument, and acknowledged that they
	free and voluntary act and deed, for	
• / Table 100 100 100 100 100 100 100 100 100 10	eal the day and year last above written.	
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	Notary Pub	lic in and for the state of Washington,
3 miles (200 miles (20	residing	at Stevenson, therein
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NSURANCE	70	O O
CRAIL .	Keneth W. Certerson	J. Salveson
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RECORDS C

E Filed for Record at Request of

Address

City and State.....