

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of January, 1966, between

CHARLES LESTER KRAUSE, a single man,

hereinafter called the "seller" and

JOHN H. ARENDS and NEVA J. ARENDS,
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:

A tract of land located in Lots 9 and 10 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 a point marking the intersection of the south line of the said Lot 10 with the easterly right of way line of the county road known and designated as Strawberry Road as the same is now constructed and established; thence north 02° 10' east following the said easterly right of way line of Strawberry Road a distance of 60 feet; thence east 100 feet; thence south 02° 10' west parallel to said easterly right of way line 210 feet, more or less, to intersection with the south line of the said Lot 9; thence west along the south line of the said Lot 9 a distance of 100 feet to the said easterly right of way line of Strawberry Road; thence north 02° 10' east 150 feet, more or less, following the said easterly right of way line to the point of beginning; EXCEPT the south 10 feet thereof.

On the following terms and conditions: The purchase price is One Thousand Eight Hundred and No/100 - - - - - (\$ 1,800.00) dollars, of which Five Hundred Fifty and No/100 - - - - - (\$ 550.00) 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 One Thousand Two Hundred Fifty and No/100 (\$1,250.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the third day of March, 1966, and on the third 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 January 15, 1966.

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 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 **Transamerica Title Insurance Company** standard form purchaser's title policy when the purchaser shall have paid the **downpayment 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.

Charles Lester Krause (Seal)
John H. Arends (Seal)
Heidi J. Arends (Seal)
_____ (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 _____ day of January, 1966, _____ personally appeared before me.

CHARLES LESTER KRAUSE, a single man,

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

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



Charles Lester Krause
TO
John H. Arends
Heidi J. Arends

Filed for Record at Request of _____

Name _____
Address _____
City and State _____

| | |
|------------|---|
| REGISTERED | 6 |
| INDEXED | 6 |
| FILED | 6 |
| COMM. | |
| MAILED | |

STATE OF WASHINGTON
THIS SPACE RESERVED FOR RECORDER'S USE:
I HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT WAS FILED FOR RECORD ON _____
1966
Ed Klall
Stevenson
2:00 PM Jan 18 66
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Word 252-3
YD Todd
Ernest
66650