

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of January, 1966, between

JOHN FRANCKOWIAK and FLORENCE FRANCKOWIAK,
husband and wife,

hereinafter called the "seller" and

TED M. COLE and OPAL E. COLE,
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:

Beginning at a point on the northerly line of the Evergreen Highway which is 720 feet east of the line between Sections 21 and 22, Township 2 North, Range 7 E.W.M., said point being the southeast corner of a certain tract of land conveyed to W. H. Hilliard et. ux. by deed recorded at page 123 of Book V of Deeds, Records of Skamania County, Washington; thence north 00° 48' west along the east line of said tract 240 feet to the initial point of the tract hereby described; thence north 00° 48' west 434 feet; thence north 89° 47' east 200 feet; thence north 00° 48' west 350 feet; thence south 89° 47' west 200 feet; thence north 00° 48' west 130.53 feet; thence north 89° 47' east 334 feet to the west line of a certain tract conveyed to George M. Scammon by deed recorded at page 83 of Book T of Deeds, Records of Skamania County, Washington; thence south 00° 48' west 812.23 feet to the southwest corner of the said Scammon tract which said corner is 400 feet north of the northerly line of the Evergreen Highway; thence north 89° 47' east 100 feet to the west line of a certain tract conveyed to George M. Scammon by deed recorded at page 611 of Book R of Deeds, Records of Skamania County, Washington; thence south 00° 48' east 217.27 feet; thence north 81° west 306.65 feet to intersection with the east line of Lot 2 of Block Two of Benson's Addition; thence north 00° 48' west 40 feet to the northeast corner of the said Lot 2; thence north 81° west 126.55 feet to the initial point.

On the following terms and conditions: The purchase price is FOUR THOUSAND and NO/100 - - - - - (\$ 4,000.00) dollars, of which ONE THOUSAND and NO/100 - - - - - (\$ 1,000.00) 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 amounting to Three Thousand and No/100 (\$3,000.00) Dollars on or before January 1, 1971. The unpaid purchase price shall bear interest at the rate of six per-cent (6%) per annum payable quarterly.

An easement and right of way for a road 40 feet in width leading from the southeast corner of the above described real property connecting with the Evergreen Highway will be conveyed by the sellers when requested by the purchasers.

It is understood that the title to the above described real property is subject to an easement for a road 30 feet in width granted to the Town of North Bonneville by deed dated November 12, 1946, and recorded at page 249 of Book 31 of Deeds, Records of Skamania County, Washington.

The purchasers shall have the right to obtain a deed to any portion of the premises on payment of a reasonable sum representing the approximate value of the parcel conveyed.

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

5008

TRANSACTION EXCISE TAX

FEB 14 1966

Amount Paid ^{\$10.00}
Michael O'Donnell
Skamania County Treasurer
By _____

John Franckowiak (Seal)
Florence Franckowiak (Seal)
Ted M. Cole (Seal)
Opal E. Cole (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 9th day of February, 1966, personally appeared before me

JOHN FRANCKOWIAK and FLORENCE FRANCKOWIAK, his wife,

to me known by both individuals 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.

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

66390

John Franckowiak
stuf
TO
Ted M. Cole
stuf

Filed for Record at Request of

Name _____

Address _____

City and State _____

REGISTERED	8
INDEXED	8
INDIRECT	8
RECORDED	
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE:
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salnesen

OF Stevenson

AT 9:00 P Feb. 14 1966

WAS RECORDED IN BOOK 55

OF Used AT PAGE 318-19

RECORDS OF SKAMANIA COUNTY, WASH.

SP Todd

COUNTY AUDITOR

BY E. M. M. M.

