

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **1st** day of **April, 1966,** between  
**ARNOLD Q. MYHRE and GERTRUDE E. MYHRE, his wife,** hereinafter called the "seller" and  
**TROELS NIELSEN and JEANETTE NIELSEN, his 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 the  $W\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$  and of the  $W\frac{1}{2} E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$  of Section 14,  
 Township 4 North, Range 7 E. W. M., described as follows:

Beginning at a point 990 feet north and 20 feet east from the quarter  
 corner on the west line of the said Section 14; thence north 210 feet;  
 thence east 970 feet; thence south 210 feet; thence west 970 feet to  
 the point of beginning;

Together With all water rights appurtenant thereto.

Free of incumbrances, except: **None.**

On the following terms and conditions: The purchase price is **TWO THOUSAND and No/100 - - -**  
**----- (\$ 2,000.00 )** dollars, of which  
**TWO HUNDRED and No/100 - - - - - (\$ 200.00 )** 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 agrees to pay the balance of the purchase price amount-  
 ing to \$1,800.00 in monthly installments of \$50.00, or more, commencing  
 on the 1st day of May, 1966, and on the 1st day of each and every month  
 thereafter until the whole amount of the purchase price together with  
 interest shall have been paid. Said monthly installments shall include  
 interest at the rate of six per cent (6%) per annum, and they 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 of the purchase price to-  
 gether with interest then due.

This contract shall not be assigned by the purchasers without the ex-  
 press written consent of the sellers.

The purchaser may enter into possession **on April 1, 1966.**

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 **Transamerica 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.

**TRANSACTION EXCISE TAX**

MAY 3 1966

Amount Paid \$0.00

Michael O'Donnell  
Skamania County Treasurer

By

X Arnold D. Myhre (Seal)  
X Gertrude E. Myhre (Seal)  
Travis Nielsen (Seal)  
Jeannette Nielsen (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 27<sup>th</sup> day of April, 1966, personally appeared before me

Arnold D. Myhre and Gertrude E. Myhre, his 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.

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

66799

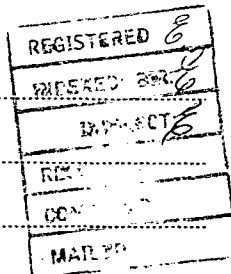


Filed for Record at Request of

Name

Address

City and State



STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
THIS SPACE RESERVED FOR RECORDER'S USE:  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
Frank E. Voorhees  
OF Stevenson  
AT 3:00 P. May 3 1966  
WAS RECORDED IN BOOK 55  
OF Recd - 468-2  
RECORDS  
LP Todd  
BY E. Mesfais