

FORM 408

408

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 30th day of July, 1966, between

MERLE J. BURGESS and LILLIAN I. BURGESS, hereinafter called the "seller" and  
 husband and wife,  
 ARCHIE L. PORTER, JR., and SHIRLEY A. PORTER, 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:

Lots 6 and 7 of COLUMBIA GORGE VILLAGE TRACTS NO. 1 according to  
 the official plat thereof on file and of record at page 126 of  
 Book A of Plats, Records of Skamania County, Washington;

TOGETHER WITH access to and from public roads, use and enjoyment  
 of the common area and private ways of Columbia Gorge Village;

SUBJECT TO restrictive covenants and conditions of ownership im-  
 posed on the above described real property by an instrument dated  
 July 20, 1966, and recorded July 21, 1966, at  
 page 116 of Book 56 of Deeds, under Auditor's  
 File No. 67205, Records of Skamania County,  
 Washington.

~~XXXXXXXXXXXXXXXXXXXX~~

No.

5476

## TRANSACTION EXCISE TAX

AUG 12 1966

Amount Paid \$800.00  
 Michael O'Donnell  
 Skamania County Treasurer  
 By Beverly J. Bell, Secy.

On the following terms and conditions: The purchase price is EIGHT THOUSAND and NO/100 - -  
 - - - - - (\$ 8,000.00 ) dollars, of which  
 SIX HUNDRED and NO/100 - - - - - (\$ 600.00 ) 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 Thousand Four Hundred and No/100 (\$7,400.00) Dollars in monthly install-  
 ments of One Hundred Twenty-Five and No/100 (\$125.00) Dollars, or more, com-  
 mencing on the 30th day of August, 1966, and on the 30th day of each and every  
 month thereafter until the full amount of the purchase price together with in-  
 terest shall have been paid. The said monthly installments shall include in-  
 terest at the rate of eight per-cent (8%) 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.

This contract shall not be assigned without the express written consent of the  
 sellers, and any purported assignment thereof without such consent shall be  
 null and void.

The purchaser may enter into possession immediately.

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.

Merle J. Burgess (Seal)  
Lillian I. Burgess (Seal)  
Shirley A. Bortel (Seal)



STATE OF WASHINGTON,  
County of CHARLIE ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 3rd day of AUGUST, personally appeared before me

MERLE J. BURGESS and LILLIAN I. BURGESS, 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.

W. J. Linton  
Notary Public in and for the state of Washington,  
residing at VANCOUVER

57312

Merle J. Burgess  
TO  
Shirley A. Bortel  
attest



Filed for Record at Request of

|                |          |
|----------------|----------|
| Name           | _____    |
| Address        | _____    |
| City and State | _____    |
| REGISTERED     | <u>E</u> |
| INDEXED        | <u>E</u> |
| RECORDED       | <u>E</u> |
| COMPARED       | _____    |
| MAILED         | _____    |

|   |  |
|---|--|
| STATE OF WASH.<br>THIS SPACE RESERVED FOR RECORDER'S USE:   |  |
| I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>Lillian Burgess</u> OF <u>4606 Tr. W. Spout Pl. Van. Wn.</u> AT <u>11:15<sup>9</sup> Aug 12 1966</u> WAS RECORDED <u>56</u> OF <u>Need</u> 179-80 RECORDED <u>WASH.</u> BY <u>E. Mayford</u> |  |