

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 12th day of August, 1966, between
 CHARLES M. ROBERTS and FLORENCE M. ROBERTS, hereinafter called the "seller" and
 husband and wife,
 CARSON LUMBER COMPANY, a corporation, 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:

Government Lot 3 of Section 8, Township 3 North, Range 8 E. W. M.;

That portion of the East Half of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4}$) of Section 17,
 Township 3 North, Range 8 E. W. M., described as follows: Beginning at the inter-
 section of the center line of Secondary State Highway No. 8-C with the east line
 of the $E\frac{1}{2} NW\frac{1}{4}$ of the said Section 17, said point being north $01^{\circ} 19'$ east, a dis-
 tance of 565.54 feet from the center of said section; thence in a northwesterly
 direction following the center line of said highway to intersection with the sur-
 vey line of the McNary-Ross transmission line as more particularly described in
~~Record of Deeds, Records of Skamania County, Washington; thence following said survey,~~
 deed dated March 25, 1953, and recorded at page 330 of Book
 36 of Deeds, Records of Skamania County, Washington; thence following said survey,
 line westerly to intersection with the west line of the $E\frac{1}{2} NW\frac{1}{4}$ of the said Section
 17; thence north to the northwest corner of the $E\frac{1}{2} NW\frac{1}{4}$ of the said Section 17;
 thence east 1,320 feet, more or less, to the quarter corner on the north line of
 the said Section 17; thence south to the point of beginning;

EXCEPT easements and rights of way for public roads; AND SUBJECT TO easements of
 record.

On the following terms and conditions: The purchase price is TWENTY-FIVE THOUSAND and NO/100
 - - - - - (\$ 25,000.00) dollars, of which
 SEVEN THOUSAND TWO HUNDRED FIFTY and NO/100 - - - - - (\$ 7,250.00) 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 purchaser agrees to pay the balance of the purchase price in
 the sum of Seventeen Thousand Seven Hundred Fifty and No/100
 (\$17,750.00) Dollars in two (2) annual installments, the first in
 the sum of Eight Thousand Eight Hundred Seventy-Five and No/100
 (\$8,875.00) Dollars becoming due on January 2, 1967, and the se-
 cond in the sum of Eight Thousand Eight Hundred Seventy-Five and
 No/100 (\$8,875.00) Dollars becoming due on January 2, 1968. The
 unpaid purchase price shall bear interest at the rate of four per-
 cent (4%) per annum computed from August 12, 1966, and payable on
 the installment dates above specified.

5401
 TRANSACTION EXCISE TAX

AUG 24 1966

Amount Paid \$50.00
 Michael O'Donnell
 Skamania County Treasurer
 By Beverly J. Hallings, Sec.

The purchaser may enter into possession August 12, 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

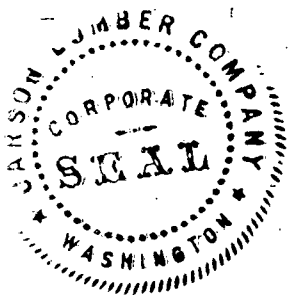
deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

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.

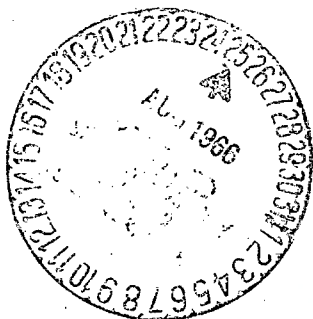


Charles M. Roberts (Seal)

Florence M. Roberts (Seal)

CARSON LUMBER COMPANY (Seal)

By W. Birkenfeld (Seal)
President



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 19th day of August, 1966, personally appeared before me

CHARLES M. ROBERTS and FLORENCE M. ROBERTS, 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.

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

67357



Filed for Record at Request of

Name Charles M. Roberts
Address Carson Lumber Co.
City and State To

REGISTERED E
INDEXED D
INSURETY E
RECORDED E
COMPARED E

THIS SPACE RESERVED FOR RECORDER'S USE:
STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salomon

OF Stevenson

AT 9:15 PM Aug 25 1966

WAS RECORDED IN BOOK 56

OF Need AT PAGE 208-9

RECORDS OF SKAMANIA COUNTY, WASH.

E. P. Todd

COUNTY AUDITOR