

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of September, 1966, between
MEL E. STEWART and Verna M. STEWART, husband and wife, hereinafter called the "seller" and
ELWYN DALE MANSUR and ELIZABETH MAE MANSUR,
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:

All of Lot 11, and Lot 12 EXCEPT the westerly 40 feet thereof, of
MAPLE HILL TRACTS NO. 1 according to the official plat thereof on
file and of record at page 124 of Book A of Plats, Records of Skamania County, Washington.

Free of incumbrances, except: protective covenants and restrictions imposed
on said real property; providing, however, that
purchaser shall have the privilege of constructing a two-story single-family dwelling on said
real property.

On the following terms and conditions: The purchase price is ONE THOUSAND SIX HUNDRED and
NO/100 (\$ 1,600.00) dollars, of which
FOUR HUNDRED and NO/100 (\$ 400.00) 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 and No/100 (\$1,200.00) Dollars
in monthly installments of Fifty and No/100 (\$50.00) Dollars, or
more, commencing on the 15th day of October, 1966, and on the 15th
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 September 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



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.

TRANSACTION EXCISE TAX

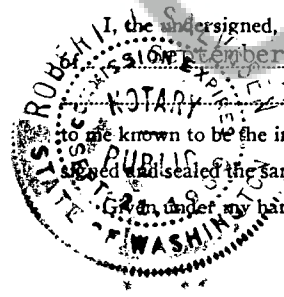
SEP 15 1966

Amount Paid 16.00
Michael Adams
Skamania County Treasurer
By

Mel E. Stewart (Seal)
Verna M. Stewart (Seal)
Elwyn Dale Mansur (Seal)
Elizabeth Rose Mansur (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 15th day of September, 1966, MEL E. STEWART and VERNA M. STEWART, husband and wife, to me known to be the individual 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.

67475



Filed for Record at Request of

Name
Address
City and State

REGISTERED	6
INDEXED: DIR.	E
INDEXED: E	
RECORDED:	
COMPARED	
MAILED	

STATE OF WASHINGTON	
COUNTY OF SKAMANIA	
SPACE RESERVED FOR RECORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>R. J. Salomon</u> OF <u>Stevenson</u> AT <u>3:10 P. Sept 15 1966</u> WAS RECORDED IN BOOK <u>56</u> OF <u>Need</u> AT PAGE <u>253-4</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Ed. Mansur</u> COUNTY AUDITOR	
BY <u>E. Mansur</u> DEPUTY	