

FORM 408

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**REAL ESTATE CONTRACT**

For Unimproved Property

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

**WOODARD MARINA ESTATES, INC.**, an Oregon corporation, hereinafter called the "seller" and  
**WILLARD J. O'CONNOR and VIOLET M. O'CONNOR**, 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:

Lot 3 of Block One of **WOODARD MARINA ESTATES** according to  
 the official plat thereof on file and of record at pages  
 114 and 115 of Book A of Plats, Records of Skamania County,  
 Washington;

TOGETHER WITH shorelands of the second class conveyed by  
 the State of Washington and fronting and abutting upon the  
 said Lot 3.

Free of incumbrances, except: restrictive covenants and conditions of owner-  
 ship imposed on the real estate under search  
 by an instrument dated August 17, 1964, and re-  
 corded August 17, 1964, at page 164 of Book 53  
 of Deeds, Records of Skamania County, Washing-  
 ton.

On the following terms and conditions: The purchase price is FOUR THOUSAND FIVE HUNDRED  
and NO/100 ----- (\$ 4,500.00 ) 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 Three Thousand Nine Hundred and No/100 (\$3,900.00) Dollars in  
 monthly installments of One Hundred and No/100 (\$100.00) Dollars, or  
 more, commencing on the first day of July, 1966, and on the first day  
 of each and every month thereafter until the full amount of the pur-  
 chase price together with interest shall have been paid. The said  
 monthly installments shall include interest 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.

The above stated purchase price includes the interest of the purchas-  
 ers to be acquired in the Skamania Landing Owners Association on ful-  
 fillment of this contract.

**TRANSACTION EXCISE TAX**

JUN 8 1966

Amount Paid 45.00W. J. O'Connor

Skamania County Treasurer

By W. J. O'ConnorThe purchaser may enter into possession June 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 an envelope with postage prepaid, addressed to the purchaser at the address given below his signature, post office address, in the United States as he may later designate, by a written notice to the seller.

Whereof the parties have signed and sealed this contract the day and year first above written.

By: Erma B. Lainhart **WOODARD MARINA ESTATES, INC.** (Seal)  
President  
By: Mary A. Clark (Seal)  
Secretary  
William J. O'Connor (Seal)  
Robert M. O'Connor (Seal)

STATE OF OREGON

County of Washington

On this 7th day of June, 1966, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Erma B. Lainhart and Mary A. Clark to me known to be the President and Secretary, respectively, of Woodard Marina Estates, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument, to be the free and voluntary act and deed of said corporation; for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed, the day and year first above written.

J. B. Anderson  
Notary Public, in and for the State of Oregon, residing at Portland

STATE OF WASHINGTON,

County of \_\_\_\_\_

My Commission expires: 12-4-67

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

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ 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.

Notary Public in and for the state of Washington,  
residing at \_\_\_\_\_



Filed for Record at Request of \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

REGISTERED	<u>E</u>
INDEXED	<u>DWR. E</u>
RECORDED	<u>E</u>
COMPARED	
MAILED	

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

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Bele O'Connor OF City AT 12:00 PM Nov 29 1966 WAS RECORDED IN BOOK 56 OF Reed AT PAGE 410 RECORDS OF SKAMANIA COUNTY, WASH.

SP Road  
COUNTY AUDITOR  
E. Dwyer