

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of March, 1967, between

WILLIAM H. GILPIN and EDITH M. GILPIN, hereinafter called the "seller" and
husband and wife,EDWARD C. HEWITSON and MARY JANE E. HEWITSON, 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:

That portion of Lot 2 of IGNAZ WACHTER SUBDIVISION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, described as follows:

Beginning at the northeast corner of the said Lot 2; thence following the east line of the said Lot 2 south 225 feet; thence west 650 feet; thence north 225 feet, more or less, to intersection with the north line of the said Lot 2; thence east following the north line of the said Lot 2 a distance of 650 feet, more or less, to the point of beginning; said tract being located in the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 36, Township 3 North, Range 7 E. W. M;

SUBJECT TO easements and rights of way for public roads over and across the above described real property.

On the following terms and conditions: The purchase price is One Thousand Seven Hundred Fifty and No/100 ----- (\$ 1,750.00) dollars, of which Three Hundred and No/100 ----- (\$ 300.00) 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 Four Hundred Fifty and No/100 (\$1,450.00) Dollars in monthly installments of Twenty Five and No/100 (\$25.00) Dollars, or more, commencing on the 15th day of April, 1967 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.

No.

5416

TRANSACTION EXCISE TAX

APR 4 1967

Amount Paid \$ 75.00

W. J. Hewitson
Skamania County Treasurer

By _____

The purchaser may enter into possession March 15, 1967.

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.

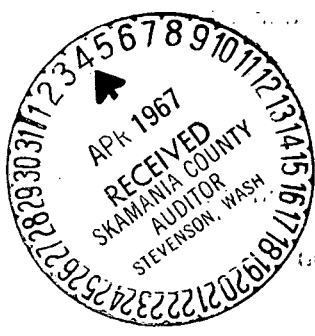
The seller agrees to furnish a **Transamerica Title Insurance Company** standard form purchaser's title policy when the purchaser shall have paid **the down payment in full**, insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which 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.

Edward C. Hewitson (Seal)
Mary Jane E. Hewitson (Seal)
William H. Gilpin (Seal)
Edith M. Gilpin (Seal)



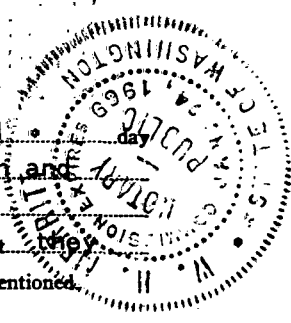
STATE OF WASHINGTON,
County of Cowlitz ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22nd day of March, 1967, personally appeared before me William H. Gilpin and Edith M. Gilpin, husband and 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. H. Merritt
Notary Public in and for the state of Washington,
residing at Longview



Filed for Record at Request of

Name.....
Address.....
City and State.....

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT	<u>E</u>
RECORDED:	
COMPARED	
MAILED	

William H. Gilpin
TO
Edward C. Hewitson
BY

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Schuesser OF Stemmesau AT 9:00 A.M. Apr. 4 1967 WAS RECORDED IN BOOK 57 OF Sheet AT PAGE 151-2 RECORDS OF SKAMANIA COUNTY, WASH.

G. P. Todd
COUNTY AUDITOR
E. Mesfack
DEPUTY