

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 11th day of April, 1967 between

CHATEAU PROPERTIES, Inc., a corporation
JOSEPH MATTHEW CULLEN and JEANNE M. CULLEN,
husband and wifehereinafter called the "seller" and
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:

That part of Lot 19 of River Glen on the Washougal, a duly recorded plat, which lies Southwesterly of the following described line, to-wit:

Beginning at the most Westerly corner of said lot; thence Northeasterly along the Northwesterly line of said lot, along the arc of a 45 foot radius curve to the left, for a distance of 27.9 feet to the true point of beginning of the line to be described; thence from said true beginning point, South 52°29'15" East to the center or thread of the Washougal River.

Free of incumbrances, except:

On the following terms and conditions: The purchase price is Twenty five hundred and no/100 (\$ 2,500.00) dollars, of which

Four hundred fifty and no/100 (\$ 450.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Twenty five (\$ 25.00) dollars, or more at purchaser's option, on or before the 10th day of May, 1967, and Twenty five (\$ 25.00) or more at purchaser's option, on or before the 10th day of each then succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 7 per cent per annum from the 11th day of April, 1967, which interest shall be payable monthly in addition to the above mentioned payments on balance of principal and at the same times as provided above for such payments on the balance of principal.

All payments to be made hereunder shall be made to
at
or at such other place as seller may direct in writing.

TRANSACTION EXCISE TAX

APR 21 1967

Amount Paid 25.00

Michael O'Donnell
Skamania County Treasurer

By

The purchaser may enter into possession on the date of execution of this contract.

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.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

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 principal balance down to \$ 1250.00** 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.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

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

Sellers, CHATEAU PROPERTIES, INC., a corp. (Seal)
By [Signature] (Seal)
Purchasers Raymond J. Kittleson (Seal)
Joseph M. Cullen (Seal)
Jeanne M. Cullen (Seal)

STATE OF WASHINGTON, }
County of Clark } ss.

On this 12th day of April, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Raymond J. Kittleson** and **Milton O. Brown** to me known to be the President and Secretary, respectively, of

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 were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereat the day and year first above written.



Edith E. Veith
Notary Public in and for the State of Washington,
residing at Vancouver.

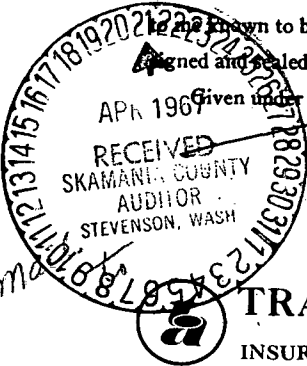
FORM 253, ACKNOWLEDGMENT, CORPORATION

STATE OF WASHINGTON, }
County of _____ } ss.

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



TRANSAMERICA TITLE 68450
INSURANCE COMPANY OF WASHINGTON
110 E 13th St
Vancouver, Wash

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	

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

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Salnesen OF Stenensen AT 8:45 M. Apr. 21 19 67 WAS RECORDED IN BOOK 57 OF Book AT PAGE 190-1 RECORDS OF SKAMANIA COUNTY, WASH.
S. B. Todd
COUNTY AUDITOR
BY E. Mesford