

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of February, 1967 between

FLOYD GARDNER and RUBY GARDNER, husband and wife, hereinafter called the "seller" and

LEO A. TERHORST and PATRICIA A. TERHORST, 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:

All that portion of the Southwest Quarter (SW $\frac{1}{4}$) of Section 6, Township 1 North, Range 5 E.W.M., lying southerly of the Bell Center Road and easterly of the Marrin-Didier Road; EXCEPT that portion thereof enclosed by a fence conveyed to Otto T. Scherpf and wife by deed dated December 31, 1943;

The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 7, Township 1 North, Range 5 E.W.M., EXCEPT the south 882 feet thereof, AND EXCEPT that portion thereof lying westerly of the Marrin-Didier Road.

~~Rest of the above described real estate~~

ALSO: 1 -1964 Fleetwood 10' x 50' TRAILER HOUSE, Serial No. NA4RIS 3536.

It is agreed between the sellers and the purchasers that the value of the above described real property shall be Thirteen Thousand Five Hundred and No/100 (\$13,500.00) Dollars and that the value of the above described personal property shall be Two Thousand and No/100 (\$2,000.00) Dollars.

On the following terms and conditions: The purchase price is Fifteen Thousand Five Hundred and NO/100 ----- (\$ 15,500.00) dollars, of which One Thousand and NO/100 ----- (\$ 1,000.00) 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 to the sellers the additional sum of Two Thousand and No/100 (\$2,000.00) Dollars without interest on or before July 1, 1967. The purchasers agree to pay the remaining balance of the purchase price amounting to Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars in monthly installments of One Hundred and No/100 (\$100.00) Dollars or more commencing on the first day of August, 1967 and on the first 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 from July 1, 1967 at the rate of six and one half per cent (6 $\frac{1}{2}$ %) 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.

When the purchasers shall have paid the \$2,000.00 payment due on or before July 1, 1967, the sellers will deliver a proper bill of sale to the trailer house above described. General taxes assessed against the above described real and personal property and payable in 1967 shall be assumed by the purchasers, and the purchasers agree to pay any sales tax and license fees connected with transfer of the title to said trailer house.

The purchaser may enter into possession February 1, 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 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.

No. 5363

TRANSACTION EXCISE TAX

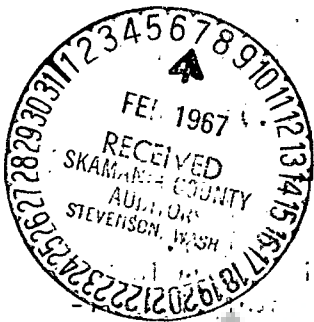
FEB 7 1967

Amount Paid 1.35⁰⁰

Michael O'Donnell
Skamania County Treasurer

By

Floyd Gardner (Seal)
Ruby Gardner (Seal)
Leo A. Ter Horst (Seal)
Patricia Ter Horst (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 4th day of February, 1967 personally appeared before me Floyd Gardner and Ruby Gardner, 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.



681.17

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

Floyd Gardner
to
Leo A. Ter Horst
et ux

Filed for Record at Request of

Name

Address

City and State

REGISTERED E

INDEXED DIR E

RECORDED E

RECORDED

COMPARED

MAILED

STATE SPACE RESERVED FOR RECORDER'S USE:
COUNTY OF SKAMANIA SS

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salomon

OF Stevenson

AT 9:00 A.M. Feb. 7, 1967

WAS RECORDED IN BOOK 57

OF 2324

RECORDS OF SKAMANIA CH.

E. M. Tread

COUNTY AUDITOR

E. M. Tread