

408

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of June, 1967, between  
 HARRY O. GUSTAFSON and EMMA A. GUSTAFSON, hereinafter called the "seller" and  
 husband and wife,  
 CARROLL E. MAGNESS and ROBERTA L. MAGNESS, 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 44 of GUSTAFSON'S MT. ST. HELENS VIEW LOTS according  
 to the official plat thereof on file and of record in the  
 office of the Auditor of Skamania County, Washington.

Free of incumbrances, except: restrictive covenants of record.

On the following terms and conditions: The purchase price is TWO THOUSAND TWO HUNDRED FIFTY  
 AND NO/100 ----- (\$ 2,250.00 ) dollars, of which  
 TWO HUNDRED FIFTY AND NO/100 ----- (\$ 250.00 ) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

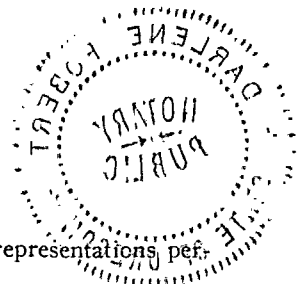
The purchasers agree to pay the balance of the purchase price in the sum of TWO  
 THOUSAND AND NO/100 (\$2,000.00) in monthly installments of Fifteen and No/100  
 (\$15.00) Dollars, or more, commencing on the 1st day of July, 1967, and on the  
 1st day of each and every month thereafter until the 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.



TRANSACTION EXCISE TAX

JUN 21 1967

Amount Paid \$250.00  
 By *Carroll E. Magness*  
 Skamania County Treasurer



The purchaser may enter into possession June 1, 1967.

The property has been carefully inspected by the purchaser, and no agreements or representations pertain-  
 ing 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 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.

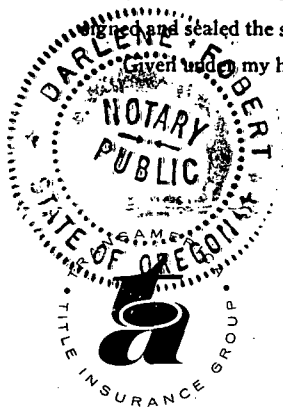
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Harry O. Gustafson (Seal)
Emma A. Gustafson (Seal)
Carroll E. Magness (Seal)
Roberta L. Magness (Seal)

Oregon
STATE OF WASHINGTON
County of Multnomah

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 8th day of June 19, 1967, personally appeared before me HARRY O. GUSTAFSON and EMMA A. GUSTAFSON, 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.



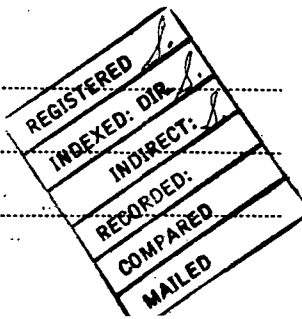
Darlene Lebert
Notary Public in and for the state of Washington Oregon
residing at Hubbard Oregon
My Commission Expires 8-13-68

68327

Harry O. Gustafson et al
T.
Carroll E. Magness et al

Filed for Record at Request of

Name
Address
City and State



STATE OF WASHINGTON RECORDER'S USE:
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Salvesen OF Stevenson AT 10:15 A. M. June 21 1967 WAS RECORDED IN BOOK 57 OF Deeds AT PAGE 355-6 RECORDS OF SKAMANIA COUNTY, WASH. G. P. Todd COUNTY AUDITOR S. Little