

FORM 408

408

**REAL ESTATE CONTRACT**

For Unimproved Property

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

MERLE L. GALLIPO and BEVERLY J. GALLIPO, hereinafter called the "seller" and  
 husband and wife,  
 CHARLES R. WEAVER and MARILYNN L. WEAVER, 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 of Lot 3, and Lot 2 EXCEPT the north 30 feet thereof, of  
 Block 5 of the SECOND ADDITION TO HILL CREST ACRE TRACTS ac-  
 cording 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 imposed upon the First and  
 Second Additions to Hill Crest Acre Tracts according to the  
 official plats thereof as set forth in agreement dated February  
 16, 1956, and recorded November 12, 1958, at page 143 of Book 4  
 of Agreements & Leases, Records of Skamania County, Washington,  
 relating to the keeping of animals, cost of construction, and  
 building limitations.

On the following terms and conditions: The purchase price is One Thousand Five Hundred and  
 No/100 ----- (\$1,500.00 ) 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 the balance of the purchase price in the sum of Five  
 Hundred and No/100 (\$500.00) Dollars in monthly installments of Forty and No/100  
 (\$40.00) Dollars or more, commencing on the 1st day of April, 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.

5381  
**TRANSACTION EXCISE TAX**

MAR 3 1967

Amount Paid \$5.00

*Mildred Olsen*  
 Skamania County Treasurer

By



The purchaser may enter into possession March 1, 1967.

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 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.

Merle L. Gallipo (Seal)

Beverly J. Gallipo (Seal)

Charles R. Weaver (Seal)

Maryann L. Weaver (Seal)



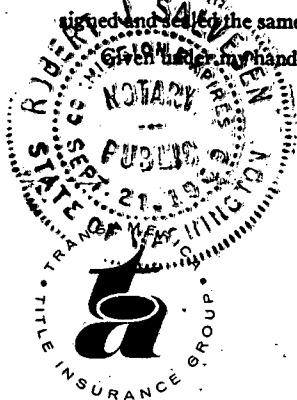
STATE OF WASHINGTON,

County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 1st day of March, 1967 personally appeared before me Merle L. Gallipo and Beverly J. Gallipo, 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 to 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.



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

68296

Merle L. Gallipo  
to  
Charles R. Weaver  
they

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     | <u>E</u> |
| COMPARED     | <u>E</u> |
| MAILED       | <u>E</u> |

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

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY

Charles R. Weaver

OF Stevenson

AT 1:30 P.M. Mar. 16 1967

WAS RECORDED IN BOOK 57

OF deed AT PAGE 98-9

RECORDS OF SKAMANIA COUNTY, WASH.

H.P. Good

COUNTY AUDITOR

BY E. Maynard