

REAL ESTATE CONTRACT

For Unimproved Property

69411

THIS CONTRACT, made this 15th day of August, 1966 between

CHATEAU PROPERTIES, INC., a Washington Corporation hereinafter called the "seller" and Milton O. Brown 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:

Lot 3, River Glen on the Washougal;

Free of incumbrances, except: deeds, restrictions and encumbrances of record.

TRANSACTION EXCISE TAX

SEP 28 1966

Amount Paid 29.00
Michael O. Brown
Skamania County Treasurer

By On the following terms and conditions: The purchase price is TWO THOUSAND NINE HUNDRED FIFTY AND NO/100 (\$ 2950.00) dollars, of which THIRTY AND NO/100 (\$ 30.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: THIRTY AND NO/100 Dollars (\$30.00) or more at purchaser's option, on or before the 15th day of August, 1966, and THIRTY AND NO/100 Dollars (\$30.00), or more at purchaser's option, on or before the 15th 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 15th day of August 1966, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made at 1123 S.W. Yamhill, Portland, Oregon, or at such other place, as the seller may direct in writing.



The purchaser shall pay all taxes and assessments hereinafter levied against said property due and owing after the date of the agreement

The purchaser may enter into possession upon closing

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 balance owing in full

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid 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.

CHATEAU PROPERTIES, INC., a Washington corporation, By resolution of its Board of Directors

President Secretary

MILTON O. BROWN (SEAL)



Oregon STATE OF WASHINGTON, County of Multnomah ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 15 day of August, personally appeared before me Milton O. Brown Raymond J. Kittleson and Donald E. Kettleberg to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

Sandra K. Rogers Notary Public in and for the state of Washington, residing at Portland, Oregon My commission expires: 6-28-69



Filed for Record at Request of

Name Address City and State

Table with 2 columns: Field (REGISTERED, INDEXED-DIR, INDIRECT, RECORDED, COMPARED, MAILED) and Value (E, 6, 6, 6, 6, 6)

STATE OF WASHINGTON COUNTY OF SKAMANIA I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY B J Salmon OF Stevenson AT 1:50 PM Dec 12 1967 WAS RECORDED IN BOOK 58 OF Deed AT PAGE 224-5 RECORDS OF SKAMANIA COUNTY, WASH. H P Todd COUNTY AUDITOR E Measford