

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 5th day of February, 1968, between
MEL E. STEWART and VERNA M. STEWART, hereinafter called the "seller" and
 husband and wife,
CHARLES W. WAISTE and DIANE E. WAISTE, 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:

Lots 14 and 15 of MAPLE HILL TRACTS NO. 1 according to the official plat thereof on file and of record at page 124 of Book A of Plats, Records of Skamania County, Washington, ALSO: That portion of Lots 10 and 13 of MAPLE HILL TRACTS NO. 1 aforesaid described as follows: Beginning at the northwesterly corner of the said Lot 10; thence south $76^{\circ} 21'$ east 40 feet; thence south $13^{\circ} 39'$ west to intersection with the westerly line of the said Lot 13; thence following said westerly line north $13^{\circ} 25'$ west to the northwesterly corner of said Lot 13; thence north $13^{\circ} 39'$ east 108.22 feet following the westerly line of said Lot 10 to the point of beginning.

Free of incumbrances, except:

Restrictive covenants and conditions of ownership imposed on the above described real property by a declaration dated September 15, 1966, and recorded September 15, 1966, at page 255 of Book 56 of Deeds, under Auditor's File No. 67476.

On the following terms and conditions: The purchase price is Two Thousand Two Hundred and No/100 ----- (\$ 2,200.00) dollars, of which
Four Hundred and No/100 ----- (\$ 400.00) 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 One Thousand Eight Hundred and No/100 (\$1,800.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 5th day of March, 1968, and on the 5th 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.

No. **5815**

TRANSACTION EXCISE TAX

MAR 11 1968

Amount Paid 22.00

Charles W. Waiste
 Skamania County Treasurer

By

The purchaser may enter into possession **immediately.**

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.

Mel E. Stewart (Seal)
Verna M. Stewart (Seal)
Charles Waite (Seal)
Winnie Waite (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 21st day of February, 1968, personally appeared before me MEL E. STEWART and VERNA M. STEWART, 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.



Robert J. Salmon
 Notary Public in and for the state of Washington,
 residing at Stevenson

69704

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
MAILED

STATE OF WASHINGTON COUNTY OF SKAMANIA I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>R. J. Salmon</u> OF <u>Stevenson</u> AT <u>1:15 M. Mar. 11 1968</u> WAS RECORDED IN BOOK <u>58</u> OF <u>Need</u> AT PAGE <u>434-5</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>W. J. Trout</u> COUNTY AUDITOR <u>E. M. M. M.</u> DEPUTY
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