

FORM 408

408

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **first** day of **April, 1968,** between**E. R. SOOTER and RUBY SOOTER, husband and wife,** hereinafter called the "seller" and**GEORGE G. DeWILDE and MARGARET S. DeWILDE,** 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 22, and the east 50 feet of Lot 23, of SOOTER TRACTS  
according to the official plat thereof on file and of record at  
page 138 of Book A of Plats, Records of Skamania County, Wash-  
ington.

Free of incumbrances, except: **none.**

On the following terms and conditions: The purchase price is **SIX THOUSAND and NO/100 - -**  
----- (\$ 6,000.00 ) 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 amounting  
to Five Thousand and No/100 (\$5,000.00) Dollars as follows: by payment  
of the sum of Three Thousand and No/100 (\$3,000.00) Dollars on or before  
January 20, 1969, which sum shall include interest at the rate of five  
per-cent (5%) per annum on the unpaid purchase price; and the remaining  
balance of the purchase price in monthly installments of One Hundred and  
No/100 (\$100.00) Dollars, or more, commencing on the 20th day of February,  
1969, and on the 20th 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 five per-cent (5%) 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.

The purchaser may enter into possession **April 1, 1968.**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.If seller's title to said real estate is subject to an existing contract or contracts under which seller  
is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to  
make such payments in accordance with the terms thereof, and upon default, the purchaser shall have  
the right to make any payments necessary to remove the default, and any payments so made shall be  
applied to the payments next falling due the seller under this contract.

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.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

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

E. R. Sooter (Seal)  
Ruby Sooter (Seal)  
George S. DeWilde (Seal)  
Margaret S. DeWilde (Seal)

No. **5857**  
**TRANSACTION EXCISE TAX**  
**APR 8 1968**  
Amount Paid \$60.00  
Mildred O'Donnell  
Skamania County Treasurer  
By Edith Teichman Deputy



STATE OF WASHINGTON }  
County of Klickitat ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 5 day of April, 1968, personally appeared before me G. G. DeWilde & Margaret S. DeWilde, husband and wife, E. R. SOOTER and RUBY SOOTER, 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.

Doug Hollister  
Notary Public in and for the state of Washington,  
residing at Elmer St. Klickitat



**TRANSAMERICA TITLE INSURANCE COMPANY**

**69780**

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	
COMPARED	
MAILED	

STATE OF WASHINGTON THIS SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>G. J. Spencer</u> OF <u>Stinson</u> AT <u>2:30 P.M. Apr. 8</u> 19 <u>68</u> WAS RECORDED IN BOOK <u>58</u> OF <u>Book</u> AT PAGE <u>491-5</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>HP Todd</u> COUNTY AUDITOR <u>E. Meyer</u>	