

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this **15th** day of **May, 1968** between
CLARENCE E. FREEMAN and HELEN M. FREEMAN,
 Husband and Wife, hereinafter called the "seller" and
J. WALTER GOSNELL and RUTH ANN GOSNELL,
 husband and wife, 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:

The north 20 feet of Lot 7, and Lot 8 EXCEPT the north
 15 feet thereof, of Block Four of the SECOND ADDITION
 TO HILL CREST ACRE TRACTS 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: **None.**

No. **5932**
TRANSACTION EXCISE TAX

JUN 14 1968

Amount Paid **65.00**
Nickel O'Donnell
 Skamania County Treasurer

By

On the following terms and conditions: The purchase price is **One Thousand Five Hundred and**
No/100 - - - - - (\$ **1,500.00**) dollars, of which
 (\$ **100.00**) 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 remaining balance of the purchase
 price amounting to **One Thousand Four Hundred and No/100 (\$1,400.00)**
 Dollars in monthly installments of **Forty and No/100 (\$40.00)** Dollars,
 or more, commencing on the **fifteenth day of November, 1968**, and on
 the **fifteenth day of each and every month thereafter** until the full
 amount of the purchase price together with interest as hereafter
 specified shall have been paid. In addition to the monthly install-
 ments of the purchase price aforesaid the purchasers agree to pay
 interest from **May 15, 1968**, at the rate of **seven per-cent (7%)** per
 annum computed on the diminishing principal basis, which interest
 shall be due and payable on the aforesaid monthly installment dates.
 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 **May 15, 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 **warrenty**

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.

Clarence E. Freeman (Seal)
Helen M. Freeman (Seal)
J. Walter Gosnell (Seal)
Ruth Ann Gosnell (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 24th day of May, 1968

personally appeared before me CLARENCE E. FREEMAN
and HELEN M. FREEMAN, husband and wife,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that
 signed and sealed the same as _____ 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, Washington



TRANSAMERICA TITLE
 INSURANCE COMPANY

70056

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	
FILED	

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

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

OF Stevenson

AT 10:15 M. June 17 1968

WAS RECORDED IN BOOK 59

OF 143-4 AT PAGE

RECORDS OF SKAMANIA COUNTY, WASH.

SP Todd

COUNTY AUDITOR

E. Mueford