

FORM 408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 21st day of September, 1968, between

HARRY O. GUSTAFSON and EMMA GUSTAFSON, hereinafter called the "seller" and
husband and wife,

MAX C. EVANS and OPAL EVANS, 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:

Lot 28 of GUSTAFSON'S MT. ST. HELENS VIEW LOTS 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: restrictive covenants of record.

No. 6110
TRANSACTION EXCISE TAX

OCT 1 1968

Amount Paid 30.00

Meredith O. Danwell
Skamania County Treasurer

By On the following terms and conditions: The purchase price is THREE THOUSAND and no/100ths -
----- (\$ 3,000.00) dollars, of which
TWO HUNDRED and no/100ths - - - - - (\$ 200.00) 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 purchaser agrees to pay the balance of the purchase price in the
sum of Two Thousand Eight Hundred and no/100ths (\$2,800.00) Dollars in
monthly installments of Twenty-five and no/100ths (\$25.00) Dollars, or
more, commencing on the 21st day of October, 1968, and on the 21st 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 seven per-cent (7%)
per annum computed upon the monthly balance of the unpaid purchase
price, and shall be applied first to interest and then to principal.
Said installment payments are to be paid for the account of the seller
to the Clark Co. Branch of the Seattle-First National Bank at Vancouver,
Washington. The purchaser reserves the right at any time he is not in
default under the terms and conditions of this contract to pay any part
or all of the unpaid purchase price, together with interest, then due.

The purchaser may enter into possession immediately.

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.

X May C. Evans (Seal)
X Opal Evans (Seal)
Harry O. Gustafson (Seal)
Emma A. Gustafson (Seal)



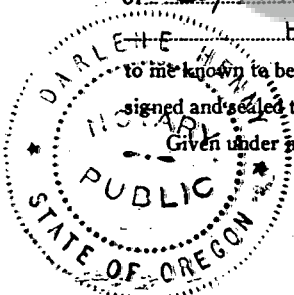
Oregon
 STATE OF WASHINGTON,
 County of Multnomah

I, the undersigned, a notary public in and for the state of Oregon, hereby certify that on this 30th day of September, 1968, personally appeared before me

HARRY O. GUSTAFSON and EMMA A. GUSTAFSON, his 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.



Darlene Henry
 Notary Public in and for the state of Washington, Oregon
 residing at Hubbard, Oregon



TRANSAMERICA TITLE
 INSURANCE COMPANY

70451

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	

MAY 20

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

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

B. J. Johnson

OF Johnson

AT 11:20 A.M. Oct 1, 1968

WAS RECORDED IN BOOK 59

OF Hubbard AT PAGE 397-8

RECORDS OF SKAMANIA COUNTY, WASH.

E. Muford

COUNTY AUDITOR

E. Muford