

## REAL ESTATE CONTRACT

For Unimproved Property

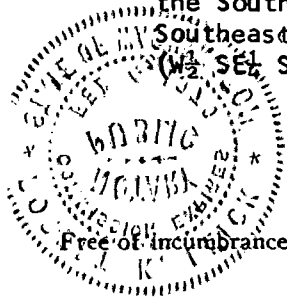
THIS CONTRACT, made this 4th day of September 1969 between

Herbert Laur, a widower } hereinafter called the "seller" and

Gary Hegewald 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 East Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ ), and the West Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ ), of Section 26, Township 3 North, Range 7 E. W. M.



No. 5520  
TRANSACTION EXCISE TAX

SEP 12 1969  
Amount Paid 70.00

By *Charles D. Darrall*  
Skamania County Treasurer

On the following terms and conditions: The purchase price is Seven Thousand Dollars

----- (\$7,000 ) dollars, of which  
One Thousand Ninety-Seven and no/100----- (\$1,097 ) 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 assume and pay any and all indebtedness of the seller or the sellers deceased spouse, which is now owing to the Woodland Park Hospital or its employees arising out of the sellers deceased spouses last illness. Said indebtedness being evidenced by that certain promissory note dated the 29th day of May 1968 in the amount of Two thousand two hundred sixteen dollars and forty-two cents (\$2,216.42) and signed by Laura Laur. In addition, the purchaser shall pay the sum of Three Hundred dollars (\$300) toward the cost of the probate of the sellers deceased spouses estate and the balance of the purchase price 3,386.58 dollars shall be paid at the rate of One-hundred and fifty dollars (\$150) or more, *A/L* per month beginning on the 5th day of October 1969 and continuing thereafter on the 5th day of each month until the entire unpaid principle and interest have been paid. The unpaid principle shall bear interest at the rate of 6 per cent per annum.

The purchaser may enter into possession on the tenth day of September 1969

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.

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 Not Applicable 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.

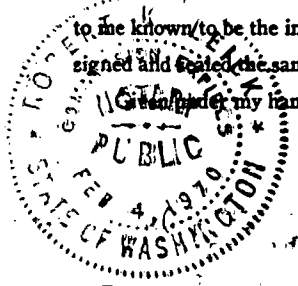
Herbert Laur (Seal)  
Gary Hegewald (Seal)  
\_\_\_\_ (Seal)  
\_\_\_\_ (Seal)

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 4th day of September 1969, personally appeared before me Herbert Laur and Gary Hegewald

to me known to be the individuals 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 H. Lewis  
Notary Public in and for the state of Washington,  
residing at Stevenson.



Filed for Record at Request of

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_

REGISTERED	S
INDEXED	DIA
INDIRECT	S
RECORDED	
COMPARISON	
MAILED	

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Robert Peck OF Stevenson, Wn. AT 8:30 AM Sept 12 1969 WAS RECORDED IN BOOK 61 OF Deeds AT PAGE 167 RECORDS OF SKAMANIA COUNTY, WASH.  
J.P. Todd  
COUNTY AUDITOR  
J. Hummer  
DEPUTY

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