

408

**REAL ESTATE CONTRACT**  
For Unimproved Property

**THIS CONTRACT, made this 10th day of August, 1971,** between  
**HARRY O. GUSTAFSON and EMMA GUSTAFSON,** hereinafter called the "seller" and  
husband and wife,  
**DWIGHT VINCENT SUTHERLAND,** a single man, 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 30 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.

856

No. \_\_\_\_\_  
**TRANSACTION EXCISE TAX**

SEP 1 - 1971

Amount Paid \_\_\_\_\_  
*[Signature]*  
Skamania County Treasurer

Free of incumbrances, except: restrictive covenants of record.

On the following terms and conditions: The purchase price is Three Thousand One Hundred Fifty  
and no/100ths (\$3,150.00) dollars, of which  
Two Hundred Fifty and no/100ths (\$250.00) 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 Nine Hundred and no/100ths (\$2,900.00) dollars in monthly  
installments of Twenty-five and no/100ths (\$25.00) dollars, or more,  
commencing on the 10th day of September, 1971, and on the 10th 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 install-  
ments shall include interest at the rate of seven and one-half per cent  
(7.5%) per annum computed upon the monthly balances of the unpaid purchase  
price, and shall be applied first to interest and then to principal. The  
purchaser reserves the right at any time he is not in default under the  
terms and conditions of this contract to pay without penalty any part or  
all of the unpaid purchase price, plus interest then due.

The purchaser may enter into possession August 10, 1971.

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.

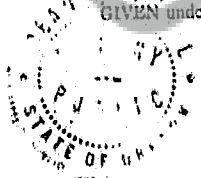
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*[Handwritten signatures]* (Seal)  
*[Handwritten signatures]* (Seal)  
*[Handwritten signatures]* (Seal)  
*[Handwritten signatures]* (Seal)

Orth G. G. }  
STATE OF WASHINGTON } ss.  
County of Multnomah }

On this day personally appeared before me HARRY O. GUSTAFSON and EDNA GUSTAFSON, husband and wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

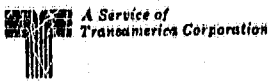
GIVEN under my hand and official seal this 23 day of August, 1971.



*[Handwritten Signature]*  
Notary Public and for the State of Washington, Oregon  
residing at *[Handwritten Address]*

73851

### Transamerica Title Insurance Co



Filed for Record at Request of

Name.....  
Address.....  
City and State.....

REGISTERED	E
INDEXED / I.R.	F
INDIRECT	F
RECORDED	
COMPARED	
MAILED	

73851

STATE OF WASHINGTON - RECORDERS USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *[Signature]* OF *[Signature]* AT 10:20 A.M. Sept 1, 1971 WAS RECORDED IN BOOK 63 OF *[Signature]* AT PAGE 258 RECORDS OF SKAMANIA COUNTY, WASH

*[Signature]*  
COUNTY AUDITOR