

73853

BOOK 63 PAGE 261

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 7th day of August, 1971, between
 HARRY O. GUSTAFSON and EMMA GUSTAFSON,
 husband and wife, hereinafter called the "seller" and
 PHILLIP A. GEARHART, 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 33 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 Skama-
 nia County, Washington.

Free of incumbrances, except: Restrictive covenants of record.

On the following terms and conditions: The purchase price is Two Thousand Five Hundred and
 no/100ths - - - - - (\$ 2,500.00) dollars, of which
 five hundred and no/100ths - - - - - (\$ 500.00) 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 and no/100ths (\$2,000.00) Dollars in monthly installments
 of Thirty-five and no/100ths (\$35.00) Dollars, or more, commencing on the
 7th day of September, 1971, and on the 7th 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 inter-
 est at the rate of seven and one-half per-cent (7½ 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 con-
 tract to pay without penalty any part or all of the unpaid purchase price,
 plus interest then due.

No. 858
TRANSACTION EXCISE TAX

SEP 1 - 1971

Amount Paid \$2,500.00

Amount Paid \$2,500.00

The purchaser may enter into possession August 7, 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 money 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 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.

Henry C. Gustafson (Seal)
Emma Gustafson (Seal)
X Charles H. Gustafson (Seal)
____ (Seal)

BEFORE ME
STATE OF WASHINGTON,
County of Multnomah } ss.

On this day personally appeared before me Henry C. Gustafson and Emma 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.

Wm. Corthe
Notary Public in and for the State of Washington, Oregon,
residing at Portland, Ore.

76853

Transamerica Title Insurance Co



Filed for Record at Request of

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

REGISTERED	<u>E</u>
INDEXED-DIRECT	<u>E</u>
INDIRECT	<u>E</u>
RECORDED	<u>E</u>
COMPANIED	<u>E</u>
MAILED	<u>E</u>

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING FILED BY <u>Wm. Corthe</u> OF <u>Portland, Ore.</u> AT <u>10:30 AM Sept 1</u> 19 <u>71</u> WAS RECORDED IN BOOK <u>63</u> OF <u>Recd</u> AT PAGE <u>2612</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Wm. Corthe</u> COUNTY AUDITOR	
BY <u>E. Gustafson</u>	