

73983

BOOK 63 PAGE 344

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# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 27th day of August, 1971, between  
 HARRY O. GUSTAFSON and EMMA GUSTAFSON, hereinafter called the "seller" and  
 husband and wife, hereinafter called the "purchaser,"  
 HUGHENA M. TIPTON, a single woman,

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 32 of GUSTAFSON'S MT. ST. HELEN, VIEW LOTS according to the  
 official plat thereof on file and of record in the office of the  
 Auditor of Skamania County, Washington.

325

No. ....  
**TRANSACTION EXCISE TAX**

OCT - 1 1971

Amount Paid \$25.00

By Skamania County Treasurer

By [Signature]

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 One Hundred and no/100ths (\$100.00) Dollars, or more, commencing on the  
 27th day of September, 1971, and on the 27th day of each and every month  
 thereafter until the full amount of the purchase price together with inter-  
 est shall have been paid. The said monthly installments shall include in-  
 terest 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 they are 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 27, 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.

Harry O. Gustafson (Seal)  
Emma Gustafson (Seal)  
Jugheon M. Gustafson (Seal)  
 \_\_\_\_\_ (Seal)



OREGON  
 STATE OF ~~WASHINGTON~~ } ss.  
 County of Multnomah

On this day personally appeared before me HARRY O. GUSTAFSON and EMMA GUSTAFSON, husband and wife,

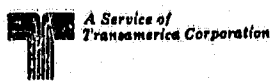
known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 7 day of September, 1971.

Le. C. Little  
 Notary Public in and for the State of Oregon, Oregon,  
 residing at Fort Hall, ID.  
1-20-73

# Transamerica Title Insurance Co



Filed for Record at Request of

REGISTERED	INDEXED	DIRECT	RECORDED	COMPARED	MAILED
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Name Jugheon M. Gustafson  
 Address 1218 1113  
 City and State St. Helens, Wash.

73983

NOTES OF WASHINGTON RECORDER'S USE  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING FILED BY JP. Gustafson OF St. Helens, Ida AT 9:31 A. Oct 1 1971 WAS RECORDED IN BOOK 63 OF Recd AT PAGE 344 RECORDS OF SKAMANIA COUNTY, WASH.

JP Todd  
 COUNTY AUDITOR  
E. Magness