

## REAL ESTATE CONTRACT

For improved property

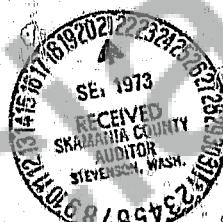
THIS CONTRACT, made this 14th day of September, 1973, between  
 HARRY G. GUSTAFSON and EMMA GUSTAFSON,  
 husband and wife,

ROBERT M. KASEMETER, a single man,  
 hereinafter called the "seller" and

WIKVESSETH; 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 7 of GUSTAFSON'S MT. ST. MILE'S VIEW LOTS according to the official  
 plat thereof on file and of record at page 113 of Book A of Plats, Records  
 of Skamania County, Washington.

Free of incumbrances, except. Restrictive covenants of record.



On the following terms and conditions: The purchase price is Two Thousand Nine Hundred Fifty  
 and no/100ths - - - - - (\$ 2,950.00) 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 Seven Hundred and no/100ths (\$2,700.00) Dollars in monthly  
 installments of Thirty and no/100ths (\$30.00) Dollars, or more, commencing  
 on the 5th day of October, 1973, and on the 5th 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 and one-half per cent (7%) 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.

No. 2140

## TRANSACTION EXCISE TAX

SEP 21 1973

Amount Paid \$250.00

Received &amp; Dated

Skamania County Treasurer

By Floyd Langley

The purchaser may enter into possession immediately.

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 money received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sum which the seller may be required to expend in procuring such money.

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 agreement herein, to execute and

delivery to the purchaser a **warranty** which may have been conditioned, free of encumbrances 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, naming the title to said property with liability the same as the above purchase price, free from encumbrances 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.

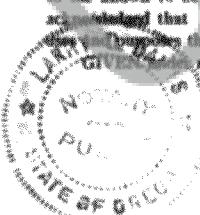
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*Henry O Gustafson* (Seal)  
*Emina Gustafson* (Seal)  
*& Robert M. Lassiter* (Seal)  
*(Seal)*

OREGON  
STATE OF WASHINGTON,  
County of Multnomah

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

husband and wife,  
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their true and voluntary act and deed, for the consideration therein mentioned.



say and declare before me this 13th day of September, 1973.

*Harry O. Davis*  
Notary Public in and for the State of Oregon,  
residing at 13025 SE Division  
Portland, Oregon 97236

76645

## Transamerica Title Insurance Co.

**T**A Service of  
Transamerica Corporation

Filed for Record or Request of

Name \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

REGISTERED
SURVEYED: MR.
DISTRICT:
REFERENCE:
CHARTERED
NAME

STATE OF WASHINGTON COUNTY OF MULTNOMAH NUMBER 136
I HEREBY CERTIFY THAT THE WRITING HEREIN IS A FAITHFUL COPY OF THE DEED OR DEEDS, FILED BY <i>Robert J. Salvucci</i> on September 13, 1973 and is a duplicate of the original or original copy. This was recorded on page 65 of Deed Book 136, Volume 1 in the office of Multnomah County Recorder.
<i>R. J. Salvucci</i> Recorder Multnomah County