

78141

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 21st day of August, 1974, between  
 DENNIS N. CHRISTENSEN and INA CHRISTENSEN, hereinafter called the "seller" and  
 husband and wife,  
 ARTHUR DODGSON and ERNA DODGSON, hereinafter called the "purchaser,"  
 husband and wife,  
 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:

Lots 9 and 10 of HIDEAWAY ON THE WASHOUGAL according to the official plat  
 thereof on file and of record at page 151 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 TWELVE THOUSAND and NO/100 -  
 (\$12,000.00) dollars, of which  
 FOUR THOUSAND and NO/100 - (\$4,000.00) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

Purchasers agree to pay the remaining balance of the purchase price amounting to  
 Eight Thousand and No/100 (\$8,000.00) Dollars as follows: By assuming and paying  
 the remaining contract balance on a real estate contract dated July 1, 1972, and  
 recorded August 8, 1972, at page 313 of Book 64 of Deeds, under Auditor's File  
 No. 75062, Records of Skamania County, Washington, which sum amounts to Six Thou-  
 sand Two Hundred Sixty-nine and 37/100 (\$6,269.37) Dollars, plus interest from  
 August 15, 1974; and the purchasers agree to pay the remaining balance of the  
 purchase price amounting to One Thousand Seven Hundred Thirty and 63/100  
 (\$1,730.63) Dollars in monthly installments, without interest, of Twenty-five  
 and No/100 (\$25.00) Dollars per month commencing September 15, 1974, and on the  
 15th day of each and every month thereafter until the full amount thereof has  
 been paid.

No. 2811  
 TRANSACTION EXCISE TAX

AUG 30 1974  
 Amount Paid \$8,000.00  
 By Skamania County Treasurer

The purchaser may enter into possession on August 21, 1974.

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.

Dennis N. Christensen (Seal)  
Ina Christensen (Seal)  
Arthur Dodgson (Seal)  
Ema Dodgson (Seal)

STATE OF WASHINGTON

County of Washington ss.

On this day personally appeared before me DENNIS N. CHRISTENSEN and INA CHRISTENSEN, 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of AUGUST 1974

Wayne E. Carter  
 Notary Public in and for the State of Washington, OREGON

residing at 17450 SW BEAUMONT  
HILLSDALE  
BEAUMONT, OR.

78141

## Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation

Filed for Record at Request of

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



THIS SPACE RESERVED FOR RECORDER'S USE COUNTY OF OREGON	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR WRITING FILED BY <u>B. J. [Signature]</u> OF <u>Sturgeon, Ore.</u> AT <u>300</u> A. <u>Aug 30</u> 19 <u>74</u> WAS RECORDED IN BOOK <u>67</u> OF <u>Deed</u> AT PAGE <u>549</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>HP Todd</u> COUNTY AUDITOR	