

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 2nd day of October, 1962, between  
ROBERT H. McMAHON and ORA T. McMAHON, his wife, hereinafter called the "seller" and  
RICHARD T. REID and KARIN R. REID, husband and wife, 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:

Beginning at a point 32 rods south of the northeast corner  
of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ )  
of Section 28, Township 3 North, Range 8 E. W. M.; thence  
west 13 $\frac{1}{2}$  rods; thence south 8 rods; thence east 13 $\frac{1}{2}$  rods;  
thence north 8 rods to the point of beginning.

Free of incumbrances, except: Easements and rights of way for public roads  
over and across the real property described above.

On the following terms and conditions: The purchase price is ONE THOUSAND FOUR HUNDRED and  
No/100- - - - - (\$ 1,400.00 ) dollars, of which  
FOUR HUNDRED and No/100- - - - - (\$ 400.00 ) 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 purchasers agree to pay the balance of the purchase price in the sum of One  
Thousand and No/100 (\$1,000.00) Dollars in monthly installments of Forty and  
No/100 (\$40.00) Dollars, or more, commencing on the first day of November, 1962,  
and on the first 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 five per-cent (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 purchasers re-  
serve the right at any time they are not in default under the terms and con-  
ditions of this contract to pay any part or all of the unpaid purchase price,  
plus interest, then due.



The purchaser may enter into possession **immediately.**

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.

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 Puget Sound 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.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

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

No.

1835

## TRANSACTION EXCISE TAX

OCT 3 1962

Amount Paid 14.00

Mildred O'Donnell  
Skamania County Treasurer

By

Robert H. McMahon (Seal)  
Ora T. McMahon (Seal)  
Richard J. Reid (Seal)  
Karin R. Reid (Seal)

STATE OF WASHINGTON,  
 County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 2nd day of October, 1962, personally appeared before me

ROBERT H. McMAHON and ORA T. McMAHON, husband and wife,  
 to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salmons  
 Notary Public in and for the state of Washington,  
 residing at Stevenson, Washington.

66608



Filed for Record at Request of

Name

Address

City and State

REGISTERED	5
INDEXED: DIR	5
INDIRECT	5
RECORDED	
COMPALED	
MAILED	

STATE OF WASHINGTON THIS SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Robert J. Salmons</u> OF <u>Stevenson, Washington</u> AT <u>11:15 AM</u> <u>Oct 3</u> 19 <u>62</u> WAS RECORDED IN BOOK <u>50</u> OF <u>Deeds</u> AT PAGE <u>410</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>Evelyn O'Neal</u> COUNTY AUDITOR BY <u>S. Simmons</u> DEPUTY	