

#34150

L. E. Gensman et ux to Kenneth L. David et ux

Contract of Sale.

This Agreement made this \_\_\_\_ day of March, 1945, by and between L. E. Gensman and Viola A. Gensman, husband and wife, hereinafter called the "vendors" and Kenneth L. David and Beulah L. David, husband and wife, of the County of \_\_\_\_ State of Washington, hereinafter called the "vendees".

Witnesseth: That the vendors hereby agree to sell and convey unto the vendees, and the vendees hereby agree to purchase of and from the vendors and to pay for at the price and on the terms and conditions hereinafter stated, all of the following real property to-wit:

All of lots fifty-six (56), fifty-seven (57), fifty-eight (58), fifty-nine (59), and sixty (60) in Washougal Riverside tracts as shown on the duly recorded plat thereof in Skamania County, State of Washington; also beginning at a point on the east section line of section six (6) township 1 north, range five (5), east of Willamette Meridian, Skamania County, State of Washington, said point being 184.65 feet southerly from the northeast corner of section aforesaid, and from said point running thence westerly along the southeasterly line of the twenty (20) foot dedicated roadway in Washougal Riverside Tracts according to the duly recorded plat thereof to the easterly line of the property deeded to I. P. Irons and D. M. Irons, husband and wife, which deed is recorded in Book "U" of deeds at page two hundred ninety-nine (299), deed records of Skamania County, Washington, and from said point running thence southerly along the easterly line of the Iron's property above mentioned to the center line of the Washougal River; thence following the centerline of the Washougal River easterly to the east line of section six (6) aforesaid; thence northerly to the point of beginning, said tract containing 1.6 acres more or less; also, beginning at a point on the west section line of section five (5), township one (1) north range five (5) east of Willamette Meridian in the center of the channel of the Washougal River at low water; thence north following said section line to the northeast corner of section six (6) aforesaid; thence along the northern section line of section six (6) to a point one hundred seventy-five (175) feet west of the northeast corner of section six (6) aforesaid; thence northerly following the westerly line of lot one (1) in Washougal Riverside Tracts aforesaid, to a point one hundred twenty-five (125) feet north of the section line of section six (6) aforesaid; thence south eighty-nine degrees twenty minutes east (S89°-20' E) to a point one hundred fifty (150) feet east of the west line of section five (5) aforesaid, thence due south to the center of the channel of the Washougal River at low water, thence southwesterly following the channel of said Washougal River at low water to the point of beginning. Entire tract containing 5.8 acres more or less.

The full purchase price for the said property is Five thousand dollars (\$5,000.00) payable as follows:

- (1) One thousand dollars (\$1,000.00) in cash at the time of the execution of these presents, the receipt whereof is hereby acknowledged by the vendors;
- (2) The remainder of said purchase price, to-wit: Four thousand dollars (\$4,000.00) to be paid in semi-annual installments with interest from the date of these presents at the rate of five per cent per annum on the unpaid principal as follows: Five hundred dollars (\$500.00) or more on the 1st day of October, 1945, with interest as aforesaid on the unpaid principal balance, and a like sum of five hundred dollars (\$500.00) with interest on each 1st day of April and each 1st day of October thereafter until the full purchase price, both principal and interest shall have been fully paid.

The vendees, in consideration of the covenants and undertakings of the vendors herein set out, hereby covenant and agree with the vendors as follows;

To pay all taxes, street assessments, sewer assessments, water rent, and all municipal charges and bonded liens of every character, which may hereafter be levied, assessed or become a lien or charge against said property, or any part thereof, when the same, or any installment thereof shall become due, and before any penalties or interest shall accrue thereon, and pay any and all other liens which may be created on said property in any manner, other than those created by the vendors.

Not to permit any mechanic's or laborer's liens to accrue or become a charge against said property, and at their own expense keep said property in as good repair as the same is now in, reasonable use and wear thereof excepted.

To keep the buildings on said property insured for the benefit of the vendors in an