

SKAMANIA COUNTY, WASHINGTON

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this _____ day of May, 1950, personally appeared before me Walter Hoeflin, a single man, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

(Notarial Seal Affixed)

Robert J. Salvesen
Notary Public in and for the State of Washington,
residing at Stevenson, therein.

Filed for record May 11, 1950 at 11-45 a.m. by Mrs. M. H. Buck.

John C. Wachtel
Skamania County Auditor

#40749

A. C. Cartwright et ux to Pearl B. Hofmann et al.

REAL ESTATE CONTRACT

THIS CONTRACT, made this 22nd day of April, 1950, between A. C. Cartwright and Jessie L. Cartwright, husband and wife hereinafter called the "seller" and Pearl B. Hofmann, a single woman, and H. Lee Hofmann, a single man 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 on the southerly line of the Evergreen Highway which is south 1257 feet and west 38.93 feet from the corner common to Sections 15, 16, 21, and 22, in Township 2 North of Range 7 E. W. M., and running thence south 9° 00' west 160 feet; thence south 81° 00' east 665 feet to a point which is the true point of beginning of the tract herein described; and running thence south 81° 00' east 50 feet thence south 9° 00' west to the northerly line of the Spokane, Portland, and Seattle Railway Company's right of way, thence westerly along said right of way to a point which is south 9° 00' west from the place of beginning; and thence north 9° 00' east to the place of beginning, said tract being designated as the westerly 15 feet of Lot 6, and the easterly 35 feet of Lot 7 in Block 8 of the unrecorded plat of North Bonneville, Skamania County, Washington.

On the following terms and conditions: The purchase price is Three Thousand Nine Hundred Fifty and No/100 (\$3,950.00) dollars, of which One Thousand and No/100 (\$1,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The balance of \$2,950.00 is to be paid at the rate of \$40.00 per month each and every month commencing June 1, 1950, and on the first day of each month thereafter until the full amount of principal and interest shall have been paid. The above specified monthly installments include interest at the rate of six per cent per annum computed on monthly balances of unpaid principal, and the said monthly installments are to be applied to interest and then to principal.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or