

#43004

H. J. Montague, et ux to W. J. Spoth, et ux

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND made and entered into this 30th day of August, 1951, by and between H. J. MONTAGUE and FLORENCE B. MONTAGUE, husband and wife, hereinafter designated as "Sellers", and W. J. SPOTH and WILMA E. SPOTH, husband and wife, whose address is Skamania, Washington hereinafter designated as "Purchasers",

WITNESSETH:

For and in consideration of the covenants hereinafter provided, the Sellers hereby agree to sell and convey to the Purchasers and the Purchasers agree to purchase of the Sellers the below described real property, upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY situate in the County of Skamania, State of Washington.

The south half of the southeast quarter of the southeast quarter of section twenty-seven (27), Township two (2) North, Range six (6) East of the Willamette Meridian, EXCEPTING THEREFROM the following described tract of land, to-wit:

Beginning at the southeast corner of the said section twenty-seven (27); Thence West 16 rods and 20 links; thence North 12° East 16 rods; thence east to the east line of said section 27; and thence south to the point of beginning.

CONSIDERATION: The total consideration for this sale is the sum of Ten thousand five hundred dollars (\$10,500.00), of which Six thousand dollars (\$6,000.00) has been paid upon the execution of this contract, the receipt whereof Sellers hereby acknowledge. The unpaid balance in the amount of Four thousand five hundred dollars (\$4,500.00) shall be payable at the rate of Fifty dollars (\$50.) per month, including interest, and the unpaid balances from time to time shall bear interest at the rate of 5% per annum. The monthly payments hereinbefore provided shall be due and payable on the first day of each month and will commence on the first of the month following Purchasers' taking possession of the premises, PROVIDED, HOWEVER, that said monthly payments in any event shall commence by December 1, 1951. Purchasers may, at their option, make larger payments than hereinbefore provided, or may retire the entire unpaid balance at any time without penalty.

TAXES AND INSURANCE: It is agreed that Sellers have paid the 1951 real property taxes, and Purchasers covenant to pay all taxes and assessments against said property for all future years. Purchasers agree and covenant to keep the buildings on the premises insured against fire in an amount of at least \$4,500.00, with loss payable to Sellers as their interest may appear. It is especially provided that in the event of such loss and the payment of insurance proceeds to Sellers, the amount so paid to Sellers shall be credited upon the unpaid balance of the purchase price.

INSPECTION AND RISK OF LOSS: Purchasers agree that they have fully inspected the premises and improvements, and that they are relying on no representations or warranties except as expressed in this contract. It is further agreed that the Purchasers hereby assume any risk of loss by fire or other casualty, and agree that such loss shall not affect the obligations of this contract.

REPAIRS AND USE OF PREMISES: Purchasers covenant that they will occupy and use the premises only as a private dwelling, will commit no waste and will keep the improvements thereon in a good state of repair during the performance of this contract.

POSSESSION AND TITLE: Purchasers shall have the right to the possession of the prem-

ises from the date of this agreement and during such times as this contract shall not be in default, provided, however, that Sellers shall have the right to occupy said premises, without liability for rent, until such time as Purchasers shall make known their desire to take possession.

Upon the complete performance of this contract, Sellers covenant to convey said property by good and sufficient warranty deed free and clear of all encumbrances except any such liens or encumbrances created or suffered to be created by Purchasers. Sellers further covenant to furnish a policy of title insurance insuring Purchasers' title to said premises, which policy may be furnished, at Sellers' option, upon the execution hereof, or upon the complete performance of this contract.

ASSIGNMENT: This contract shall not be assigned by Purchasers without the consent of Sellers endorsed hereon in writing, and any assignment hereof shall not relieve the assignors from their obligations assumed hereunder.

PERFORMANCE AND DEFAULT: Time and exact performance shall be of the essence of this contract. In event of default by Purchasers in the payment of the several sums due hereunder, or upon the failure of the Purchasers to perform the covenants and conditions of this contract, Sellers may, at their option, after 15 days notice to Purchasers, declare the Purchasers' interest hereunder forfeited, and may repossess the premises, and may retain any sums heretofore paid as liquidated damages for the use and occupation of the premises. In event it shall be necessary for either party to this contract to resort to legal or equitable action to enforce their rights hereunder, then the other party agrees to pay a reasonable amount as attorney's fees in said suit or action.

EXECUTED in duplicate the day and year first herein written.

Wallace J. Spoth
W. J. Spoth

Wilma E. Spoth
Wilma E. Spoth

H. J. Montague
H. J. Montague

Florence B. Montague
Florence B. Montague

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this day personally appeared before me H. J. Montague Florence B. Montague, and Wilma E. Spoth, 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 30th day of August, 1951.

(Notarial Seal affixed)

Jefferson D. Miller
Notary Public in and for the State of Washington;
Residing at Camas, therein.

STATE OF Ohio)
) ss
COUNTY OF Cuyahoga)

On this day personally appeared before me W. J. SPOTH, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of September 1951.

(Notarial Seal affixed)

C. L. Myerges
Notary Public in and for the State of Ohio
Residing at 19227 _____ St
Ras _____ River, O.

Corstantine L. Myerges, Notary Public
My Commission Expires Mar. 7, 1953

NO. 166 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID SEP 24 1951 AMOUNT \$105.00 COUNTY TREASURER BY Mabel J Jeter

Filed for record September 24, 1951 at 9-10 a. m. by R. J. Salvesen.

John C. Nachtergae
Skamania County Auditor

#43008

Warren W. Yoe, et ux to Ted M. Cole, et ux

WARRANTY DEED

The grantors Warren W. Yoe and Emma H. Yoe, husband and wife, of the city of Carson, county of Skamania State of Washington, for and in consideration of Ten Dollars and other valuable considerations in hand paid, convey and warrant to Ted M. Cole and Opal E. Cole, husband and wife, North Bonneville, Washington the following described real estate, situate in the county of Skamania state of Washington:

Commencing at a point on the Government Meander Line on the north shore of the Columbia River where the north and south line between Sections 31 and 32, Township 3 North, Range 8 E.W.M., intersects with said Meander Line; thence north on said section line to the right of way of the Spokane, Portland and Seattle Right of Way; thence westerly along the south line of said right of way a distance of 1024 feet; thence south 22½ degrees east to said Government Meander Line on said north shore of the Columbia River; thence on said meander line easterly to the point of beginning, containing five acres, more or less. All in Lot 6, Section 31, Township 3 North, Range 8 E. W. M.

ALSO an easement for a right of way on, over and across the southwest quarter of the southwest quarter of Section 29 and government lot 1 of Section 32, Township 3 North, Range 8 E. W. M. for the purpose of gaining access to the above described real property.

SUBJECT to a flowage easement granted to the United States of America.

Dated this 12th day of September, 1951.

Warren W. Yoe

Emma H Yoe

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 12th day of September, 1951, personally appeared before me Warren W. Yoe and Emma H. Yoe to me known to be the individuals 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.

(Notarial Seal affixed)

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

\$.55 USIR Stamps and \$.50 State Stamps affixed, cancelled "WWY Sept 12, 1951"

NO. 163 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID SEP 20 1951 AMOUNT \$5.00 COUNTY TREASURER BY Mabel J Jeter

Filed for record September 24, 1951 at 4-00 p. m. by R. J. Salvesen.

John C. Nachtergae
Skamania County Auditor