

#43109

Emmett R. Steele, et ux to William Scott, et ux

## QUIT CLAIM DEED

The grantors Emmett R. Steele and Maud E. Steele, husband and wife, of the city of Stevenson, county of Skamania state of Washington, for the consideration of One and No/100 (\$1.00) dollars, in hand paid, convey and quitclaim to William Scott and Mary S. Scott, husband and wife, 2011 E. 14th St. P. O. Box 633 The Dalles, Oregon the following described real estate, situate in the county of Skamania state of Washington:

Beginning at an iron pipe marking the intersection of the east line of Section 2, Township 2 North, Range 7 E. W. M. with the division line between the northeasterly and the southwesterly halves of the Baughman Donation Land Claim; thence along said division line north 64° 10' west a distance of 301.32 feet to the initial point of the tract herein described; thence north 21° 08' west 308.67 feet; thence south 47° 21' west 226.46 feet to intersection with the said division line; thence south 64° 10' east along the said division line 300 feet to the initial point.  
EXCEPTING public roads and rights of way on, over and across the said real property.

The purpose of this conveyance is to correct the description in a certain deed dated April 14, 1948, made by the grantors to the grantees and recorded at page 23 of Book 32 of Deeds, Records of Skamania County, Washington.

Dated this 11th day of September, 1951.

Emmett R Steele (Seal)

Maud E Steele (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 11th day of September, 1951, personally appeared before me Emmett R. Steele and Maud E. Steele 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.

NO. 191 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 16 1951 AMOUNT none COUNTY TREASURER BY Julia Lee, Dep.

Filed for record October 16, 1951 at 3-40 p. m. by R. J. Salvesen.

*John C. Nachter*  
Skamania County Auditor

#43112

T. E. Hooker, et ux to S. T. Combs, et ux

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of October, 1951, between T. E. Hooker and Myrtle Hooker, husband and wife, hereinafter called the "seller" and S. T. Combs and Amelia Combs, 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:

Lot 30, Block 4 of the original Townsite of Stevenson, Washington, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

On the following terms and conditions: The purchase price is THREE THOUSAND and No/100 (\$3,000.00) 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 the purchase price in the sum of Two Thousand and No/100 Dollars shall be paid by the purchaser to the seller in monthly installments of not less than \$34.00 commencing on the 15th day of November, 1951, and on the 15th day of each and every month thereafter until the full amount of the principal together with the interest shall have been paid. The said monthly installments include interest at the rate of six per cent per annum computed upon the monthly balances of unpaid principal. The purchaser reserves the right at any time while he is not in default hereunder to pay all or any part of the principal plus interest then due.

The seller shall pay and discharge the one per cent excise tax imposed on this transaction pursuant to Chapter 11, Laws Ex. 1951.

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 assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller on payment of the full purchase price will deliver, to the purchaser, a

title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewals of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on November 1st, 1951, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

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, and upon his doing so, all payments made by the purchaser 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 within six months 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.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

T E Hooker (Seal)

Myrtle Hooker (Seal)

S. T. Combs (Seal)

Amelia Combs (Seal)

STATE OF WASHINGTON, )  
 ) ss.  
County of Skamania )

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 16th day of October, 1951, personally appeared before me T. E. Hooker and Myrtle Hooker 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 Washing-  
ton,  
residing at Stevenson, therein.

NO. 190 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 16 1951 AMOUNT 30.00 COUNTY TREAS-  
URER BY Julia Lee, Dep

Filed for record October 17, 1951 at 10-00 a. m. by S. T. Combs.

*John C. Nachtergae*  
Skamania County Auditor

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#43114

Chester Thomas to Emmett R Steele, et ux

EASEMENT

The grantor, Chester Thomas, a single man, of the Town of Stevenson, County of Skamania, State of Washington, for and in consideration of the sum of One Dollar in hand paid, hereby grants, bargains, sells and conveys to Emmett R. Steele and Maud E. Steele, husband and wife, whose address is Stevenson, Washington, an easement for a water pipe line and an easement for a road right of way on, over and across the following described real property situated in the County of Skamania, State of Washington:

Commencing at a point which is 20.2 feet west of the southwest corner of a strip of land 150 feet in width cut off the north side of said Lot 1 of Stevenson Park Addition; thence south 42° 09' east to intersection with the west side of Strawberry Road; thence south 00° 36' east 84.7 feet along the west side of Strawberry Road; thence west 185 feet; thence north 150 feet to the south line of said 150 foot strip; thence east along the south line of said 150 foot strip to the place of beginning containing 77/100 acres, more or less.

Dated this 18th day of October, 1951

Chester Thomas (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 18th day of October, 1951, personally appeared before me Chester Thomas 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 for Washington,  
residing at Stevenson, therein.

NO. 192 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 18 1951 AMOUNT 50¢ COUNTY TREAS-  
URER BY Julia Lee, Dep

Filed for record October 18, 1951 at 9-45 a. m. by Emmett R. Steele.

*John C. Nachtergae*  
Skamania County Auditor

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#43116

Archie C. Wilson, et ux to Fern R. Claiborne

CONTRACT OF SALE

THIS AGREEMENT, made this day by and between ARCHIE C. WILSON and LOUISE W. WILSON, husband and wife, hereinafter called "Sellers", and FERN R. CLAIBORNE, hereinafter called "Purchaser":

WITNESSETH: