

#43157

Lloyd Fuller et ux To Charles B. Hart et ux.

AGREEMENT

THIS AGREEMENT and ASSIGNMENT made this 25th day of September, 1950, between Lloyd Fuller and Mabel E. Fuller, husband and wife, Carson, Wn. hereinafter referred to as the assignor and Charles B. Hart and Elma D. Hart, husband and wife, hereinafter referred to as the assignee;

WHEREAS the assignor is the purchaser of the following described real estate located in Skamania County, State of Washington:

Beginning at a point thirty (30) rods south of the northwest corner of Section 21, Township 3 North, Range 8 E. W. M., running thence South ten (10) rods, thence east sixteen (16) rods, thence north ten (10) rods, thence west sixteen (16) rods, to a point of beginning, containing one (1) acre, more or less.

under and by force of a certain real estate contract dated April 23, 1949, wherein E. A. Juntti and Ida Juntti, husband and wife, are sellers and Lloyd Fuller and Mable E. Fuller husband and wife, are purchasers; and whereas on the date first above mentioned there is an unpaid balance on said contract amounting to \$1,532.56, the payment due September 25, 1950, not being paid by the assignor;

WITNESSETH: For and in consideration of the sum of One Thousand Four Hundred Sixty-seven and 44/100 (\$1,467.44) to be paid by the assignee to the assignor as hereinafter set forth, and the mutual promises hereinafter contained, the assignor hereby assigns, transfers and sets over to the assignee all his right, title, and interest in the said real estate contract.

AND IT IS HEREBY AGREED that the assignee will pay the assignor the sum of \$1,467.44 as follows: \$770.00 on the execution of this instrument, the receipt of which is hereby acknowledged by the assignor, and the balance of \$697.44 at the rate of \$25.00 or more each and every month commencing October 25, 1950, and on the 25th day of each and every month thereafter until the whole amount of the principal of \$1,467.44 together with interest on the deferred monthly payments at the rate of five per cent per annum has been paid, the said monthly installments including interest; that when the assignor has received the aforesaid payments in full he will execute and deliver to the assignee a quit-claim deed to the said real property; that the assignor, his heirs, and assigns, covenant and agree with the assignee that the unpaid balance on the said real estate contract as of the date first above mentioned is \$1,532.56; and that the assignor will deliver the exclusive possession of the said real property to the assignee on the execution of this instrument;

That the assignee will assume and pay according to the terms of the said contract the said remaining balance of the purchase price together with interest in the manner therein stated; that the assignee will perform and comply with all the conditions and terms of the said contract and will hold the assignor harmless for the breach of any of the conditions or covenants thereof except those arising by or through the act or omission of the assignor.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument at Stevenson, Washington, on the day and year first above written, and have executed the same in duplicate.

Lloyd Fuller (SEAL)
 Mabel E. Fuller (SEAL)
 Chas. B. Hart (SEAL)
 Elma D. Hart (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 26th day of September, 1950, personally appeared before me Lloyd Fuller and Mabel E. Fuller, husband and wife, and Charles B. Hart and Elma D. Hart, husband and wife, 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
 NP for the State of Wash. residing
 Stevenson, therein.

Filed for record October 26, 1951 at 2-40 p.m. by J. C. Price.

John C. Nachter
 Skamania County Auditor.

#43158

Lloyd Fuller et ux To J. C. Price.

AGREEMENT

THIS AGREEMENT AND ASSIGNMENT made this 23 day of October, 1951, between Lloyd Fuller and Mabel E. Fuller, husband and wife, hereinafter referred to as the assignor, and J. C. Price, whose address is Carson, Washington, hereinafter referred to as the assignee,

WHEREAS the assignor heretofore entered into a real estate contract dated April 23, 1949, for the purchase and sale of the following described real property located in Skamania County, State of Washington:

Beginning at a point thrity (30) rods south of the northwest corner of Section 21, Township 3 North, Range 8 E. W. M.; running thence south ten (10) rods; thence east sixteen (16) rods; thence north ten (10) rods; thence west sixteen (16) rods, to a point of beginning, containing one (1) acre, more or less.

Wherein E. A. Juntti and Ida Juntti, husband and wife, are sellers, and the assignor is purchaser; and whereas the assignor by an instrument dated September 25, 1950, has assigned his interest as purchaser in the said contract to Charles B. Hart and Elma D. Hart, husband and wife; and whereas the consideration agreed to be paid by the said Charles B. Hart and Elma D. Hart for the said assignment has not been fully paid.

NOW THEREFORE for and in consideration of the sum of Five Hundred Twenty-Five and No/100 (\$525.00) in hand paid by the assignee to the assignor, the receipt whereof is hereby acknowledged, the assignor hereby assigns, transfers and sets over to the assignee all his right, title and interest in the said real estate contract and all of his right in the said assignment to receive the balance of the consideration and interest due from the said Charles B. Hart and Elma D. Hart.

And the assignor hereby represents to the assignee that the unpaid balance of the consideration due from Charles B. Hart and Elma D. Hart under the aforesaid assignment dated September 25, 1950, is the sum of Five Hundred Ninety-Seven and 44/100 (\$597.44) Dollars plus interest. The assignor further agrees to make and execute a quitclaim deed

Attest
 J. C. Price
 Notary Public
 same having been fully paid and discharged.