

#43164

Donald A. Schlegel et ux to Laurence W. Altree et ux

REAL ESTATE CONTRACT
INCLUDING PERSONAL PROPERTY

THIS AGREEMENT MADE THIS 25th DAY OF OCTOBER, 1951, between Donald Schlegel and Muriel M. Schlegel, husband and wife, hereinafter called Sellers, and Laurence W. Altree and Carrol S. Altree, husband and wife, hereinafter called Buyers, WITNESSETH:

I.

That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers the following described real and personal property situate in Skamania County, Washington, To Wit: DESCRIPTION OF REAL PROPERTY:

The north half of the southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, ALSO the following right of way: A strip of land 15 feet wide along the west line of the following tract of land: The southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 6, Township 1 North, Range 5 East of the Willamette Meridian.

Subject however, to an easement for road purposes over the following described tract of land: a strip of land 15 feet wide along the west line of the following described tract of land. The southwest quarter of the southeast quarter of section 6, township 1 North, range 5, EWM;

Subject also to the easement of the Northwestern Electric Company for transmission lines over and across the 15 foot strip of land along the west line of the southwest quarter of the southeast quarter above described;

Subject also to that certain mortgage in the amount of \$2,000.00 given by grantors to William Stauffer, which mortgage the buyers assume and promise to pay according to its terms as herein provided.

DESCRIPTION OF PERSONAL PROPERTY:

1 Gibson Tractor Serial No. 15238	1 6 $\frac{1}{2}$ " Speedex plow
1 Bulldozer blade for same	1 Speedex cultivating disc
1 12" Gibson plow	1 set cultivating teeth
1 4' Gibson single disc harrow	1 gauge wheel for same
1 4' Gibson spring tooth harrow	1 David Bradley mower adapted to tractor
1 Speedex lug wheel garden tractor	1 Horse Mower
1 mostly Guernesey cow with white marks on underbody, legs, shoulder, tail joint and end of tail. Slight brindle markings on sides and face. Left horn lower than right.	
1 Guernesey heifer 6 months old. No markings.	
1 Guernesey-Holstein heifer 3 months old. Black and white with slight brindle markings	
3 tons hay	

II.

PURCHASE PRICE AND PAYMENTS: The purchase price for said real and personal property is the sum of Six Thousand Three Hundred (\$6300.00) Dollars, of which the Buyers have this day paid the sum of One Thousand (\$1000.00) Dollars as down payment and earnest, receipt of which is hereby acknowledged by the Sellers.

Buyers, as payment of Two Thousand (\$2000.00) Dollars of the purchase price, assume and promise to pay, according to their terms, that certain promissory note and mortgage in the amount of Two Thousand (\$2000.00) Dollars given by Sellers to William Stauffer, monthly payments on which are Twenty Five (\$25.00) Dollars per month including interest on the unpaid balance at the rate of six (6) percent per annum.

The balance of Three Thousand Three Hundred (\$3300.00) Dollars due the Sellers shall be paid in payments and installments as follows: Twenty (\$20.00) Dollars or more on the 1st day of Dec, 1951, and Twenty (\$20.00) Dollars or more on the 1st day of each month thereafter until the 1st day of May, 1960, when the above mentioned mortgage should be paid in full. Commencing on the 1st day of May, 1960, whether or not said mortgage has

been in fact paid in full, or thirty days after said mortgage has been paid in full, whichever occurs first, said monthly payments shall be increased to \$45.00 per month, and shall continue at said increased rate until the balance remaining has been paid in full. All payments shall include interest on the unpaid balance from time to time at the rate of six (6) percent per annum until said balance has been paid in full.

All payments under this contract shall be made at the Camas office of the City Investment Company or such other place as the Sellers shall in writing direct.

Buyers reserve the right to pay the balance due on this contract in full at any time.

III.

POSSESSION: The Sellers shall deliver possession of the said real and personal property on the 15th day of Nov, 1951.

IV.

TRANSFER TAXES: Any sales tax accruing by virtue of this contract shall be paid by the Buyers. Any real estate transfer tax shall be paid by the Sellers. It is agreed that of the total consideration paid herein, the sum of Five Thousand Three Hundred (\$5300.00) Dollars is for the real property, and the sum of One Thousand (\$1000.00) Dollars is for personal property.

V.

TAXES AND INSURANCE: Such insurance policies as have been paid for by the Sellers and are unexpired, and all prepaid property taxes shall be paid for by the Buyers on a pro-rata basis for the unexpired term.

VI.

TITLE: The real and personal property being sold hereby is owned by Donald Schlegel and Muriel M. Schlegel, husband and wife, the real estate being subject to that certain mortgage executed by the Sellers to William Stauffer, which mortgage the Buyers herein assume and promise to pay according to the provisions of Paragraph II hereof.

VII.

BUYERS COVENANTS: Buyers agree to make the payments herein mentioned in the manner and on dates named; to keep the buildings on the premises and the personal property constantly insured against loss by fire to the maximum insurable value of said property, with loss payable to Buyers and Sellers and Mortgagee (William Stauffer) as their respective interests appear; to keep the property covered by this contract in the condition as it stands at the date of this contract, and to pay the purchase price agreed upon regardless of any loss, destruction or damage to the said property by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to permit the Sellers or their agents to enter upon said premises at any reasonable time to inspect the same; to pay seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatever kind and nature, which may hereafter be lawfully imposed upon said premises or which have been assumed by the Buyers in this contract, and agree not to permit or suffer any part of said premises to become subject to any assessment, lien, charges or encumbrance whatsoever having or taking precedence over the rights of Sellers in and to said property; not to remove the buildings or other improvements without the written consent of the Sellers,

nor to permit any waste, destruction or other damage to the premises.

Should the Buyers fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Sellers may pay the same and such sums as may be so paid by Sellers shall be secured by this contract and the said sums shall be repaid by the Buyers to the Sellers with interest thereon from each respective date of advancement until paid at the rate of six (6) percent per annum, payable semi-annually.

VIII.

ESCROW: The Sellers herein have deposited with the City Investment Company, Camas, Washington, a good and sufficient Warranty Deed conveying to the Buyers herein the above described real property, subject only to the encumbrances mentioned in Paragraphs I and II hereof, said deed to be held by the City Investment Company in escrow until such time as the balance of Three Thousand Three Hundred (\$3300.00) Dollars due to the Sellers be paid to the Sellers herein. The Sellers hereby direct the City Investment Company to deliver said Warranty Deed to the Buyers upon their presenting evidence of full payment of said balance.

The Sellers herein have this day delivered to the Buyers a good and sufficient Bill of Sale transferring to Buyers the cows and hay mentioned in Paragraph I hereof. Buyers may dispose of the six month old Guernsey heifer at any time. Buyers agree to retain in their possession all of the other cows until April 1, 1952. After that date, Buyers may sell, trade or otherwise dispose of said cows or any of them, but must either replace any cow or cows so disposed of with stock of equal value or apply the proceeds of any such sale on the contract balance.

The Sellers herein have also deposited with the City Investment Company a good and sufficient Bill of Sale transferring to the Buyers herein, the other personal property mentioned in Paragraph I hereof, said Bill of Sale to be held by the City Investment Company until Buyers have paid, in addition to the down payment, One Thousand (\$1000.00) Dollars in principal on this contract and the mortgaged assumed herein. The Sellers hereby direct said City Investment Company to deliver said Bill of Sale to Buyers upon their presenting evidence that said additional One Thousand (\$1000.00) Dollars has been paid.

If the Buyers herein violate any of their covenants herein so that Sellers elect to declare this contract forfeited according to Paragraph XII hereof, then in that event, the Sellers direct the City Investment Company to return said Warranty Deed and said Bill of Sale to Sellers.

IX.

TITLE INSURANCE: Sellers agree to furnish Buyers a Purchasers Policy of Title Insurance within 30 days after the execution of this contract, said policy/show marketable title in the Sellers subject to the encumbrances mentioned in this contract.

X.

ASSIGNMENT: It is agreed that no assignment of this contract shall be valid unless the same shall be consented to by the Sellers.

XI.

Buyers are purchasing on contract an apartment house situated at 670 N. W. 7th Avenue, Camas, Washington. Buyers have listed this apartment house for sale and in the event it

is sold, Buyers promise and agree to apply the net proceeds of such sale upon the contract balance herein after deducting the amount they owe on the apartment house, their selling expenses and any other obligation connected with said apartment house.

XII.

TIME OF ESSENCE: Time is of the essence of this contract, and if the Buyers shall fail, refuse or neglect to pay either, or any, of the installments or interest or mortgage payments or any other payment due, or shall fail or refuse to keep and perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right, at their option, to declare this contract null and void the same as if it had never been executed; and upon such declaration by Sellers, all Buyers rights under this contract shall immediately cease and terminate and the property described herein shall immediately revert and revest in Sellers without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been executed, and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers in full satisfaction of all claims as accrued and reasonable rent for said premises from this date to the date of such declaration, and as liquidated damages to the Sellers for Buyers failure to perform this contract.

In any action to enforce this contract or to procure a judicial determination of its forfeiture, Buyers agree to pay in addition to the court costs, a reasonable attorneys fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 25th day of October, 1951.

Donald Schlegel
DONALD SCHLEGEL

Muriel M. Schlegel
MURIEL M. SCHLEGEL.

Sellers

Laurence W. Altree
LAURENCE W. ALTREE

Carrol S. Altree
CARROL S. ALTREE

Buyers

STATE OF WASHINGTON (ss.
COUNTY OF CLARK (

On this day personally appeared before me Donald Schlegel and Muriel M. Schlegel, 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 25th day of October, 1951.

(Notarial Seal affixed)

Paul S. Baz
Notary Public in and for the State of
Washington, residing at Camas.

NO. 213 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID Oct 29, 1951 AMOUNT \$53.00 COUNTY
TREASURER BY Mabel J. Jeter.

Filed for record October 29, 1951 at 10-50 a.m. by R. J. Salvesen.

John C. Nachtergaele
Skamania County Auditor