



REAL ESTATE CONTRACT

THIS CONTRACT, made this 18th day of May, 1951, between Margaret M. Sly, a widow, hereinafter called the "seller" and Sidney G. Adams and Lois V. Adams, husband and wife, hereinafter called the "purchasers",

WITNESSETH: The seller agrees to sell to the purchasers, and the purchasers agree to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Beginning at the S.W. corner of Front Street of the Town of Stevenson, in Skamania County, State of Washington, thence S. 34 deg. 30' E to the south line of Shepards' D.L.C., thence in a southwesterly direction with the meanders of said south line to the S. W. corner of said Shepards' D.L.C. thence north on the west line of said D. L. C. to a point 25 feet north of a point due west of the N. W. corner of Cascade Avenue and Hamilton Streets, thence east to where said line intersects the north line of Cascade Avenue, thence Southwesterly on said north line to the corner of said Cascade Avenue and Hamilton Streets, thence south on the west line of said Hamilton Avenue to the place of beginning.

Beginning at a post on the Northeast corner of the Daniel Baughman Donation Land Claim in Section one Township Two North of Range 7 East of W. M.; thence South along the East boundary of said Donation Land Claim 6 chains and 63 links to the meander line on the North bank of the Columbia River, being the Southerly line of said Baughman Donation Land Claim; thence North 77½ deg. West 2 chains and 38 links along said boundary line; thence North 6 chains and 14 links to the North boundary line of said claim; thence East 2 chains and 33 links along said boundary line to place of beginning, containing one and one-half acres, more or less, of land, all being in said Donation Land Claim. Excepting from above parcels S P & S Right-of-way and U.S. flowage easement.

On the following terms and conditions: The purchase price is Three Thousand Five Hundred and no/100 (\$3500.00) Dollars; of which Five Hundred and no/100 (\$500.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchasers agree to pay the balance of said purchase price as follows: Twelve (12) installments of Twenty-five and no/100 (\$25.00) Dollars each payable monthly on the 20th day of each month commencing on the 20th day of June, 1951, and the balance of said purchase price in installments of Forty and no/100 (\$40.00) Dollars per month commencing June 20th, 1952, with interest on unpaid balances at the rate of six (6) per cent. per annum payable monthly. *Any, or all, installments may be paid in advance of due date.*

The purchasers agree: (1) to pay all taxes and assessment hereafter becoming due and payable including the second half of the taxes for the year 1951; (2) to keep the buildings upon said premises unceasingly insured against loss or damage by fire in a sum equal to the unpaid balance upon the purchase price. The said insurance to be payable to the seller as owner to the extent of her interest. (3) to keep the building and other improvements on said premises in good repair and not to permit waste; the purchasers shall protect said building against erosion from the Columbia River.

In case the purchasers shall make the payments aforesaid at the time and in the manner above provided and shall keep and perform all the terms and conditions hereof the seller will, upon final payment installment of purchase price, make, execute and deliver to the purchasers a good and sufficient warranty deed conveying the said premises to the purchasers free and clear of incumbrances save and except those which may have been made or suffered by the purchasers, but in case of failure of the purchasers to make the payments aforesaid at the time and in the manner herein provided and to keep and perform the terms and conditions hereof the seller may, at her option, immediately declare this contract terminated and take possession of said premises and in such event the purchasers agree to yield possession thereof peaceably and without any action at law being required; in event, however, it shall become necessary for the seller to bring a suit or other action to recover possession of the said premises in event of such default or to quiet her title thereto as against any cloud created by this agreement the purchasers agree to pay all expenses of such suit or action, including a reasonable sum as attorney's fee, to be recovered in any judgment which may be rendered in such action.

This contract shall not be assigned nor possession of the said premises, or any part thereof, ~~shall be~~ delivered to any other person other than the purchasers without the consent of the seller until one-half of the principal, together with all interest then due, has been paid, and no default has been made in the performance of the

of the terms and conditions hereof.

The purchasers assume the risk of loss or destruction by fire, flood, erosion or other acts of God and such loss or destruction shall not be grounds for termination of this agreement.

Time is of the essence of this agreement but acceptance of any installment of principal or interest after the due date thereof or waiver of any default in the performance of the terms and conditions hereof shall not be construed as a waiver of this covenant as to any subsequent default.

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

Margaret M. Sly (Seal)
(Seal)

Adrian G. Adams (Seal)

Lois V. Adams (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 May, 1951, personally appeared before me Margaret M. Sly, a widow, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

Raymond B. Sly
Notary Public for Washington,
residing at Stevenson.



NO. 467
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUN 12 1952
AMOUNT \$39²⁰
COUNTY TREASURER
BY M. J. Jeter