

NO. 472

SKAMANIA COUNTY  
TRANSACTION EXCISE TAX

PAID JUN 17 1952

AMOUNT \$102.50

COUNTY TREASURER

BY Mable J. Geter

44122

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 17<sup>th</sup> day of June, 1952, between Adam C. Cartwright and Jessie L. Cartwright, husband and wife, hereinafter called the seller, and Frank Wm. Birkenfeld and Louise Birkenfeld, husband and wife, hereinafter called the purchaser, whose address is Home Valley, Washington,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real and personal property with the appurtenances, situate in Skamania County, Washington:

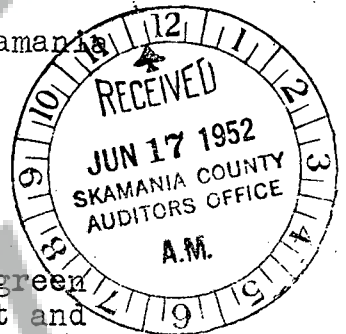
## REAL PROPERTY

Beginning at a point on the southerly side of the Evergreen Highway which said point is south 81° 00' east 500 feet and south 09° 00' west 50 feet from a point which is south 1257 feet and west 38.93 feet from the corner common to Sections 15, 16, 21 and 22, Township 2 North, Range 7 E.W.M.; running thence south 81° 00' east 100 feet; thence south 09° 00' west 50 feet; thence north 81° 00' west 100 feet; thence north 09° 00' east 50 feet to the place of beginning; said tract being designated as Lot 15 of Block 1 of the unrecorded plat of North Bonneville, Washington.

## PERSONAL PROPERTY

All that furniture, fixtures, equipment, and personal property now located in and upon the foregoing described real property and as more particularly set forth on Schedule A attached hereto and by reference made a part hereof.

On the following terms and conditions: The purchase price for the said real and personal property is the sum of Twelve Thousand Two Hundred Fifty and No/100 (\$12,250.00) Dollars which shall be paid by the purchaser as follows: Six Thousand Two Hundred Fifty and No/100 (\$6250.00) is paid herewith on the execution of this contract and the receipt thereof is hereby acknowledged by the seller; the purchaser agrees to pay the balance of the purchase price in the amount of Six Thousand and No/100 (\$6,000.00) Dollars in monthly installments of not less than One Hundred Seventy and No/100 (\$170.00) Dollars plus interest at the rate of six



per cent per annum; said monthly installments to commence on August 1, 1952, and to be paid on the first day of each and every month thereafter until the full amount of the principal together with interest shall have been paid. The said monthly installments shall bear interest at the rate of six per cent per annum computed on the unpaid balance of principal from July 1, 1952. The purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

The purchaser agrees: (1) to pay all taxes and assessments which may hereafter become a lien against the said real and personal property; (2) to keep the buildings now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire in the amount of the contract price, and in case of the purchaser's failure so to do the seller at his option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same occur shall constitute a failure of consideration; (6) that a full inspection of the said real and personal property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated; and (7) to pay any sales tax or compensating tax which may be levied by virtue of the transfer of title to the above described personal property from the seller to the purchaser.

The seller agrees: (1) upon receiving the balance of the said purchase price and interest aforesaid, to make, execute, and deliver to the purchaser a warranty deed to the said real property subject to the acts

and omissions of the purchaser under this contract; (2) upon receiving the balance of the said purchase price and interest aforesaid, to make, execute, and deliver to the purchaser a warranty bill of sale to the said personal property; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Sec. 11, Laws Ex. 1951; and (4) to furnish the purchaser with a policy of title insurance within thirty days from the execution of this contract insuring the interest of the purchaser in the above described real property in the amount of \$10,250.00 subject only to this contract and the second half of 1952 taxes; and (5) that the purchaser shall have possession of the said real and personal property on July 1st, 1952.

IT IS MUTUALLY AGREED that Ten Thousand Two Hundred Fifty and No/100 (\$10,250.00) Dollars of the said purchase price shall be the consideration for the said real property, and that Two Thousand and No/100 (\$2000.00) shall be the consideration for the said personal property. Title to the said real and personal property shall remain in the seller until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the purchaser. Real and personal property taxes (but not sales, compensating or excise taxes) and rental payments paid in or accrued shall be pro-rated between the seller and the purchaser as of July 1st, 1952.

AND IT IS FURTHER AGREED that 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 the seller so doing, all payments made by the purchaser hereunder and any buildings or improvements placed upon the said real property and the real property itself and the said personal property shall be forfeited to the seller as liquidated damages, and the

seller shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property; and 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, the purchaser to have thirty days thereafter to re-instate the contract and to remedy any default.

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

Adam C. Cartwright (SEAL)

Jessie L. Cartwright (SEAL)  
Sellers

Frank Wm. Birkenfeld (SEAL)

Louise Birkenfeld (SEAL)  
Purchasers

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 17<sup>th</sup> day of June, 1952, personally appeared before me Adam C. Cartwright and Jessie L. Cartwright 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.

Robert J. Salomon

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



44129

## REAL ESTATE CONTRACT

NO. 474  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID JUN 13 1952  
 AMOUNT \$55.<sup>00</sup>  
 COUNTY TREASURER  
 BY M. J. J. J. J.

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of June, 1952, between M. D. Haskins and Olive P. Haskins, husband and wife, as seller, and Kenneth E. Haller and Ella G. Haller, husband and wife, as purchaser, whose address is North Bonneville, Washington,

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:

All of Lot 12, and the north half of Lot 13, in Block 4 of Bonnevista Addition to the Town of North Bonneville 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 Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars, of which One Thousand Two Hundred (\$1,200.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price in the sum of Four Thousand Three Hundred (\$4,300.00) Dollars in monthly installments of not less than Fifty and No/100 (\$50.00) commencing on the 10th day of October, 1952, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

The purchaser agrees: (1) to pay all taxes and assessments which may hereafter become a lien against the said real property; (2) to keep the buildings now and hereafter placed upon the said real property unceasingly insured against loss or damage by fire to the full insurable value thereof, and in case of the purchaser's failure so to do the

seller at his option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same occur shall constitute a failure of consideration; (6) to reimburse the seller for the pro-rated portion of prepaid fire insurance premiums and 1952 taxes, pro-rating to be as of May 1st, 1952; and (7) that a full inspection of the said real property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated.

The seller agrees: (1) upon receiving the said purchase price in full together with interest, to make, execute and deliver to the purchaser a warranty deed to the said real property subject only to the acts and omissions of the purchaser under this contract; (2) to furnish the purchaser within thirty days after the execution of this contract with a policy of title insurance in the full amount of the purchase price; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Sec. 11, Laws Ex. 1951; and (4) that the purchaser shall have possession of the said real property immediately.

IT IS MUTUALLY UNDERSTOOD that at the time of the execution of this contract the above described real property is encumbered by a mortgage made by the sellers to Jack Greenwell dated August 13, 1951; and recorded August 13, 1951, at page 634 of Book Y of Mortgages, Records of Skamania County, Washington, in the principal amount of \$2,950.00. The seller covenants to and with the purchaser that there is at the time of

THE SELLER COVENANTS THAT THE SAID MORTGAGE IS IN GOOD  
STANDING AND NOT IN DEFAULT; AND THE SELLER AGREES TO INDEMNIFY  
AND HOLD THE PURCHASER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE OR  
COSTS ARISING OUT OF OR CONNECTED WITH THE FAILURE OF THE SELLER TO PER-  
FORM THE COVENANTS OF THE SAID MORTGAGE IN THE MANNER AND AT THE TIMES  
SPECIFIED THEREIN. IN THE EVENT THAT THE SELLER DOES NOT PERFORM THE  
COVENANTS OF THE SAID MORTGAGE IN THE MANNER AND AT THE TIMES THEREIN  
SPECIFIED THE PURCHASER RESERVES THE RIGHT TO PERFORM THE COVENANTS AND  
PAY THE MONTHLY INSTALLMENTS ON THE MORTGAGE, AND TO APPLY ANY SUMS SO  
EXPENDED ON THE PURCHASE PRICE SET FORTH IN THIS CONTRACT. THE PURCHAS-  
ER DOES NOT, HOWEVER, ASSUME THE SAID MORTGAGE; BUT THE SELLER HEREBY  
CONSENTS TO THE APPLICATION UPON THE PURCHASE PRICE OF THIS CONTRACT OF  
ANY FUNDS EXPENDED BY THE PURCHASER ON THE SAID MORTGAGE IN ACCORDANCE  
WITH THE TERMS AND PROVISIONS OF THE FOREGOING PARAGRAPH.

BOOK 35 PAGE 264

the execution of this contract unpaid on the said mortgage the sum of  
\$2500.00 in principal plus interest at the rate of <sup>seven</sup> per annum  
June 1, 1952. The seller further covenants that the said mortgage is  
in good standing and not in default; and the seller agrees to indemnify  
and hold the purchaser harmless from and against any loss, damage or  
costs arising out of or connected with the failure of the seller to per-  
form the covenants of the said mortgage in the manner and at the times  
specified therein. In the event that the seller does not perform the  
covenants of the said mortgage in the manner and at the times therein  
specified the purchaser reserves the right to perform the covenants and  
pay the monthly installments on the mortgage, and to apply any sums so  
expended on the purchase price set forth in this contract. The purchas-  
er does not, however, assume the said mortgage; but the seller hereby  
consents to the application upon the purchase price of this contract of  
any funds expended by the purchaser on the said mortgage in accordance  
with the terms and provisions of the foregoing paragraph.

AND IT IS FURTHER AGREED 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 for-  
feited 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 pro-  
cure an adjudication of the termination of the purchaser's rights here-  
under, the purchaser agrees to pay the expense of searching the title for  
the purpose of such action, together with all costs and a reasonable at-  
torney's fee; and that upon default, forfeiture may be declared by thirty

days written notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

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

M. D. Haskins (SEAL)

Olive P. Haskins (SEAL)

Kenneth E. Haller (SEAL)

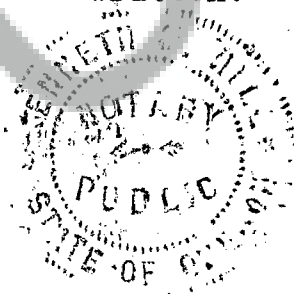
Ellen H. Haller (SEAL)

STATE OF Oregon  
County of Marion

ss.

I, the undersigned, a notary public in and for the State of  
hereby certify that on this 17th day of June, 1952, personally appeared  
before me M. D. Haskins and Olive P. Haskins to me known to be the in-  
dividuals 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.



Kenneth E. Haller

Notary Public in and for the  
State of

Residing at Salem Oregon

My commission expires Sept 18, 1953