

NO. 501
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUL 15 1952
AMOUNT \$
COUNTY TREASURER
BY *Mabel M. Cole*

44264

ROBT. W. GARVER
ATTORNEY AT LAW
CAMAS, WASHINGTON

THIS AGREEMENT, Made and entered into this _____ day of _____, 1950
between Harold C. Cole and Mabel M. Cole, husband and wife,
hereinafter called the "seller," and Henry Wirkalla and Carolayn Wirkalla, husband
and wife, whose address is North Bonneville, Wash.
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of
the seller the following described real estate situate in the County of Skamania, State of Washington,
to-wit:

Beginning at a point which is 801.1 feet south and 919.18 feet west
of the northeast corner of Section 21 in Township 2 North, Range 7
East of the Willamette Meridian and running thence North 0°48' west
200 feet; thence north 79°51' west 314.64 feet to a point which is
the true point of beginning of the tract herein described and running
thence north 0°48' west 60 feet; thence south 79°51' east 50.59
feet; thence south 09°18' east 62.48 feet and thence north 79°51'
west 60 feet to the place of beginning, said tract being designated
as Lots 17 and 18 in Block 12 of the unrecorded plat of North Bonne-
ville, Skamania County, Washington;

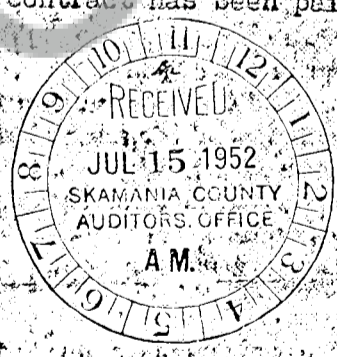
Also certain personal property located in the building on the above
described property, which personal property is itemized on the attached
list.

with the appurtenances, on the following terms and conditions: The purchase price for said described prem-
ises is the sum of ***FOUR THOUSAND FIVE HUNDRED & no/100*** Dollars (\$4500.00)
of which the sum of ***ONE THOUSAND & no/100*** Dollars (\$1000.00)
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price
in the sum of ***THREE THOUSAND FIVE HUNDRED & no/100*** Dollars (\$3500.00)
shall be paid as follows:

Forty Five Dollars (\$45.00) per month including interest at the
rate of 4% per annum, commencing January 15 1951 and a like payment
on the 1st day of each and every month thereafter until the balance
is paid in full.

Possession of the above described real and personal property is to be
given on January 1, 1951.

That the personal property shall not be removed from the above described
property and premises until this contract has been paid in full.



THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser here-
after become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured
to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest
may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that
no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to
any covenant respecting the condition of said premises nor to any agreement for alterations, improvements
or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure 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 four per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;

2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF Skamania

Harold C. Cole (SEAL)
Mabel M. Cole (SEAL)
Henry F. Wirkkala (SEAL)
Carolyn Wirkkala (SEAL)

On this day personally appeared before me

Harold C. Cole and Mabel M. Cole, husband and wife, and Henry Wirkkala and Carolyn Wirkkala, husband and wife, 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

15th day of Jan. 1952.
[Signature]
 Notary Public in and for the State of Washington,
 residing at Stimmons Wash.



REAL ESTATE CONTRACT
 (INDIVIDUAL)

Harold C. Cole et ux

to

Henry Wirkkala et ux

STATE OF WASHINGTON }
 COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salas

OF Stimmons, Wash.

AT 10:30 AM July 15 1952

WAS RECORDED IN BOOK 35

OF deed AT PAGE

RECORDS OF SKAMANIA COUNTY, WASH.

John C. Washburn

COUNTY AUDITOR

BY C. Rankin DEPUTY

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| REGISTERED | |
| INDEXED: DIR. | |
| INDIRECT: | |
| RECORDED: | |
| COMPARED | |
| MAILED | |