

43777

## REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 14th day of February, 1951, between

Ernest Metzger, a bachelor, hereinafter called the "seller" and

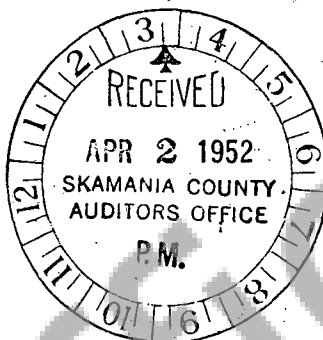
James F. Leonard and Berna Dean Leonard, hereinafter called the "purchaser,"  
husband and wife, Box 181, Carson, Wash.

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:

Commencing at a point  $32\frac{1}{2}$  rods south of the northeast corner of Section 20, Township 3 North, Range 8 E. W. M.; thence south  $19\frac{1}{2}$  rods; thence west  $18\frac{1}{2}$  rods; thence south 13 rods; thence west  $18\frac{1}{2}$  rods; thence north  $32\frac{1}{2}$  rods; thence east 37 rods to the point of beginning; EXCEPTING public roads and rights of way on, over and across the above described real property.

Free of incumbrances, except:



NO. 378  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID APR 2 1952  
AMOUNT *exempt*  
COUNTY TREASURER  
BY *Julia Lee, Dep*

On the following terms and conditions: The purchase price is ONE THOUSAND TWO  
HUNDRED and No/100 - - - - - (\$1,200.00) dollars, of which  
Five Hundred and No/100 - - - - - (\$ 500.00) dollars  
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
purchase price as follows:

The balance of the purchase price amounting to \$700.00 is to be paid by the purchaser to the seller in annual installments of not less than \$350.00 commencing with the 14th day of February, 1952, and on the 14th day of February of each year thereafter until the full amount of principal together with interest shall have been paid. The deferred payments under this contract shall bear interest at the rate of six per cent per annum computed upon the balances of principal, which interest shall be due and payable on each of the said installment dates.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Puget Sound Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

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. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited 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 after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*Ernest Metzger*

(Seal)

*James F. Leonard*

(Seal)

*Bernard Leonard*

(Seal)

(Seal)

STATE OF WASHINGTON }  
County of Skamania }

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 14th day of February, 1951, personally appeared before me Ernest Metzger

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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 G. Salnesen*  
Notary Public in and for the state of Washington,  
residing at Stevenson, therein.

437777



**REAL ESTATE CONTRACT**  
For Unimproved Property.

FROM

Ernest Metzger

TO

James F. Leonard et ux

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE

INSTRUMENT OF WRITING, FILED BY

*James F. Leonard*

OF *Carson*

AT *3-15 P.M. April 2 1952*

WAS RECORDED IN BOOK *35*

OF *Deed* AT PAGE

RECORDS OF SKAMANIA COUNTY, WASH.

*John C. Wachter*

COUNTY AUDITOR

DEPUTY

*C. Rankin*

REGISTERED	INDEXED: DIR	INDEXED: IN	RECORDED	COMPARED	MAILED
MAIL TO					

Washington