

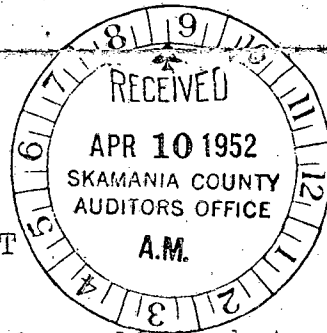
NO. 195

43812

SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID OCT 1 1951
AMOUNT 64.00
COUNTY TREASURER

Julia Lee, Dep.

REAL ESTATE CONTRACT



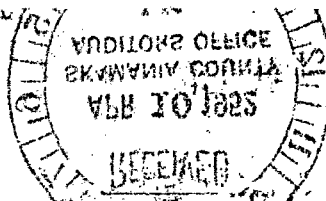
THIS CONTRACT, made this 18th day of October, 1951, between William R. Thompson, a single man, hereinafter called the seller, and Lud W. Alley, and Leone G. Alley, husband and wife, hereinafter called the purchaser, whose address is Skamania, Washington.

WITNESSETH: For and in consideration of the sum of Six Thousand Four Hundred and No/100 (\$6,400.00) Dollars to be paid in the manner and at the times hereinafter set forth, and for and in consideration of the mutual covenants hereinafter contained, the seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate together with the appurtenances, situated in Skamania County, State of Washington:

Beginning at the northeast corner of the southwest quarter of the northeast quarter, Section 34, Township 2 North, Range 6 E.W.M.; thence south on subdivision line 660 feet; thence west 288 feet to the initial point of tract; thence west 22 feet more or less to the County Road known as Skelton Cut Off Road; thence southerly along said Skelton Cut Off Road to intersection thereof with the northerly line of State Highway No. 8; thence easterly along the northerly line of State Highway No. 8 a distance of 280 feet; thence in a straight line in a northerly direction 406 feet to the initial point.

SUBJECT to an easement for road purposes 20 feet in width extending across said property in an easterly direction from culvert situate in the Skelton Cut Off Road located approximately 125 feet south of the northerly line of the tract above described.

on the following terms and conditions: The purchaser shall assume and pay according to the terms and conditions thereof that certain mortgage made by the seller to J. C. Price dated August 15, 1949, and recorded at page 86 of Book Y of Mortgages, Records of Skamania County, Washington, on which mortgage as of the date hereof the seller represents to the purchaser that the unpaid balance of principal is the sum of \$1357.37; the purchaser shall pay to the seller the balance of the purchase price in the sum of \$5042.63 as follows: \$1100.00 down, the receipt whereof by the seller is hereby acknowledged, and the balance of the purchase price in the sum of \$3942.63 in monthly installments of \$50.00 or more



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including interest at the rate of six per cent per annum computed upon the monthly balances of unpaid principal, said monthly installments to commence on the 1st day of the month following the month during which the aforesaid mortgage becomes finally due if paid according to the terms thereof, and on the 1st day of each and every month thereafter until the full amount of the balance of the purchase price shall have been paid. The purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with the interest then due. The aforesaid monthly installments shall be due and payable at the Bank of Stevenson, Stevenson, Washington.

The purchaser agrees: (1) to pay all taxes and assessments which may hereinafter 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 policy and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings, and other improvements on 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; and (6) that a full inspection of the said real property has been made, and that the purchaser does not rely on any representations made by the seller except those herein stated.

The seller agrees: (1) upon receiving the balance of the purchase price aforesaid in full together with interest, to make, execute and deliver to the purchaser a warranty deed to the said real property subject to the aforesaid mortgage, (unless paid and satisfied), and subject to

easements of record and the acts and omissions of the purchaser under this contract; (2) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Section 11, Laws Ex. 1951; (3) that the purchaser shall have possession of the said real property immediately; (4) to reimburse the purchaser for interest falling due under the aforesaid mortgage from the date of the last payment of principal thereon to the date of the execution of this contract; (5) within thirty days from the date hereof the seller agrees to prepare a warranty deed to the said property, deposit the same in escrow at the Bank of Stevenson; and (6) the seller agrees to remove from the said real property in a careful and a workmanlike manner that certain cabin 12 ft. by 12 ft. in size within a period of 120 days from the date hereof; and it is agreed that the aforesaid purchase price does not include the value thereof.

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 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 within six months 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; and that 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.

It is further mutually agreed by the parties hereto that the aforesaid \$50.00 monthly installments, which shall not become due and payable until such time as the aforesaid mortgage becomes finally due if paid according to the terms thereof, shall bear no interest from the date hereof to the date on which the said mortgage is actually paid in full.

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

William R. Thompson SEAL

Les W. Alley SEAL

Leone J. Alley SEAL

STATE OF WASHINGTON

ss.

County of Skamania

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 18th day of October, 1951, personally appeared before me William R. Thompson to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed 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 J. Salmon

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