

44888

BOOK

JAN 1953 102

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between PHIL C. HELTZEL and MAGGIE LOU HELTZEL, husband and wife, hereinafter referred to as "Sellers", and ALMA W. HOOD, an unmarried woman, whose address is 133 Northeast Sixth Avenue, Camas, Washington, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

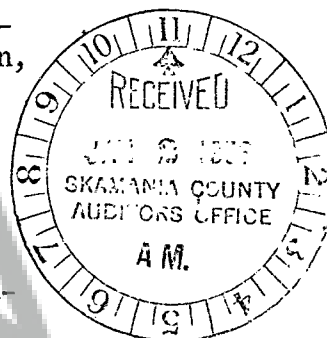
That for and in consideration of the covenants and agreements hereinafter contained, the Sellers agree to sell and convey to the Purchasers, and the Purchaser agrees to buy of the Sellers the below described tract of real property.

DESCRIPTION of real property, situate in the County of Skamania, State of Washington:

All that portion of the following described real property lying westerly of a certain county road known as the McCloskey Creek Road as now located on, over, and across the said property:

The South half of the southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, and commencing at the Northeast corner of the South half of the Southeast quarter of the said Section 26; thence North 80 feet, thence West 2640 feet more or less to the North and South center line of the said Section 26; thence South 80 feet along the said North and South center line to the Northwest corner of the South half of the southeast quarter of the said Section 26; thence East 2640 feet along the North line of the South half of the Southeast quarter of the said Section 26 to the point of beginning;

EXCEPT the Bonneville Power Line right of way now of record.



AND AS CONDITIONS OF THIS CONTRACT THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The full price of the aforesaid real property shall be the sum of Twelve hundred dollars (\$1200.00), of which Purchaser has paid to Sellers this date the sum of One hundred dollars (\$100.00), the receipt whereof Sellers hereby acknowledge. The balance of the purchase price in the amount of \$1100.00 shall be due and payable in monthly installments of Forty dollars (\$40.00) or more at Purchaser's option, including interest on the unpaid balance of the purchase price from time to time computed from the date hereof, at the rate of six (6) per cent per annum. The said monthly payments shall commence on December 20, 1952, and shall continue on the same day of each month thereafter until the entire balance of the purchase price and interest shall be paid in full.

2. ASSIGNMENT: Purchaser covenants that she will not assign, sell, transfer, encumber, or in any manner alienate her interest in this contract, or the property covered thereby, either in whole or in part, without the written consent of the Sellers.

3. INSURANCE AND TAXES: It is agreed that the 1952 real property taxes and all existing assessments on said property have been paid. Purchaser covenants to seasonably pay all real property taxes and assessments of every kind and nature on said property for future years.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that she has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser

JACKSON & MILLER
ATTORNEYS-AT-LAW
CAMAS, WASHINGTON

NO. 659
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JAN 2 1953
AMOUNT \$12.00
COUNTY TREASURER
BY Maggie Hood

assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of Sellers.

5. POSSESSION, USE AND TITLE: Purchaser shall have the right to the exclusive possession of the property upon the execution and delivery hereof and during such times as this contract shall not be in default. Purchaser further covenants to use the premises in a lawful manner, to commit no waste, to use good husbandry in the use and management of the premises and to maintain the improvements and fences thereon in a good state of repair, to refrain from cutting any green timber of every nature and description, except with the consent of the Sellers. Purchaser does further covenant to seasonably pay all charges for repairs, improvements and utilities to the end that the same shall not become liens on the premises. Purchaser hereby accords the Seller the right to enter upon the premises at reasonable times to determine that this contract is being fully performed. In event Purchaser shall fail or neglect to make any payments for taxes, repairs, or otherwise, as hereinbefore provided to be paid by Purchaser, the Sellers may, at their election, make any such payments, and the amounts so paid shall be repayable by Purchaser on demand, or Sellers may, at their option, add the amount thereof to the unpaid balance of this contract.

Sellers covenant upon the complete performance of this contract to deliver to Purchaser a warranty deed conveying the property as hereinbefore described to Purchaser free and clear of all liens or encumbrances as of the date of this contract, but Sellers shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract. It is agreed that there is no duty on Sellers to furnish title insurance or abstract of title.

6. COVENANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Sellers may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums heretofore paid as liquidated damages for such failure to perform, and for the use and occupancy of the premises. Sellers may, in the alternative, bring action on any intermediate over-due installments or upon any payments made by Seller and repayable by Purchaser, and the institution of such action shall not constitute an election not to proceed otherwise as to any subsequent default. The waiver by Sellers of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Sellers shall prevail in a legal or equitable action to enforce their rights under this contract, then Purchaser agrees to pay a reasonable sum as attorney's fees in said suit.

IN WITNESS WHEREOF the parties have executed this instrument this 12th day of December, 1952.

Alma W. Hood
Alma W. Hood

P u r c h a s e r

Phil C. Heltzel
Phil C. Heltzel

Maggie Lou Heltzel
Maggie Lou Heltzel

S e l l e r s

STATE OF WASHINGTON)
COUNTY OF CLARK) ss

On this day personally appeared before me PHIL C. HELTZEL, MAGGIE LOU HELTZEL and ALMA W. HOOD, 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 12 day of December, 1952.

Jefferson D. Miller
Notary Public in and for the
State of Washington;
Residing at Camas, therein.

