

44981

REAL ESTATE CONTRACT

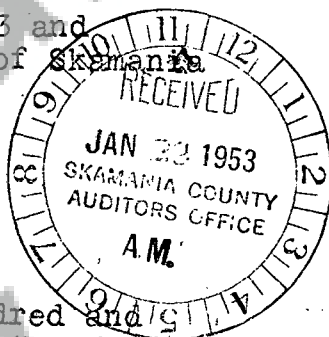
THIS CONTRACT, made this 27th day of January, 1953 between
 Bonnie E. Whitsett, Jr. and Josephine Whitsett, hereinafter called the "seller" and
 husband and wife
 Robert O. Barnes and Faye Barnes, husband and hereinafter called the "purchaser,"
 wife, North Bonneville, Washington

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:

Beginning on the north line of State Highway No. 8, 1515.8 feet west
 and 943.7 feet south of the northeast corner of Section 21, Township
 2 North, Range 7 E.W.M.; and running thence north $00^{\circ} 46'$ west a
 distance of 150 feet to the initial point of the tract hereby con-
 veyed; from said initial point thence north $00^{\circ} 46'$ west 50 feet;
 thence north $79^{\circ} 51'$ west 76.1 feet; thence south $00^{\circ} 46'$ east 50 feet;
 thence south $79^{\circ} 51'$ east 76.1 feet to the initial point.

Free of incumbrances, except:

That certain real estate mortgage dated January 26, 1953 and
 recorded at page 79 of Book 28 of Mortgages, Records of Skamania
 County, Washington made by seller to Bank of Stevenson.



On the following terms and conditions: The purchase price is Forty Seven Hundred and
 no/100 ----- (\$ 4700.00) dollars, of which

Two Hundred and no/100 ----- (\$200.00) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Beginning on or before February 23, 1953 and continuing on or before the
 23rd day of each and every month thereafter, fifty dollars (\$50.00) or
 more will be paid until balance of \$4500 has been paid plus interest at
 rate of six per cent per annum. Interest is to be computed monthly on
 unpaid balance, deducted first from payment and remainder of payment
 applied on principle. It is understood and agreed that said monthly
 payments will be made at Bank of Stevenson to be applied against above
 described mortgage until it is paid in full, after which said monthly
 payments will be sent to seller at address specified by him. When said
 mortgage has been paid, seller shall record release of same and deliver
 to purchaser a title insurance policy for full amount of purchase price.
 Purchaser reserves the right to pay off balance of purchase price plus
 interest at any time he is not in default under this contract.

NO. 685
 SKAMANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID JAN 29 1953
 AMOUNT \$47.00
 COUNTY TREASURER

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller,
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect 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 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receipt of all payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Warranty deed to the property, excepting such part thereof which hereafter be condemned, if any, free of incumbrances except those due hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on Feb. 1, 1953 and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) 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.

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.

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

Bonnie E. Whitsett, Jr. (Seal)
Josephine Whitsett (Seal)
Robert O. Barnes (Seal)
Mrs. Fay Barnes (Seal)

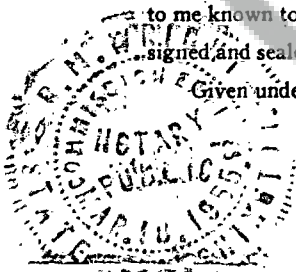
STATE OF WASHINGTON, ss.
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this January, 1953 day of January, 1953, personally appeared before me

Bonnie E. Whitsett, Jr. and Josephine Whitsett, husband and wife
to me known to be the individual s 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.

W. M. Wright
Notary Public in and for the state of Washington,
residing at Shenandoah



REAL ESTATE CONTRACT

FROM
Bonnie E. Whitsett, Jr.

TO
Robert O. Barnes

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

C. E. Chandler

OF Shenandoah

AT 11:55 A.M. Jan 29 1953

WAS RECORDED IN 160

OF Book AT PAGE 160

RECORDS OF SKAMANIA COUNTY, WASH.

John C. Walker
COUNTY AUDITOR

BY C. Rankin

DEPUTY

REGISTERED	FILED	INDEXED	RECORDED
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MAIL TO

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