

45045

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of February, 1953, between Frederick L. Lee and Julia A. Lee, husband and wife, hereinafter called the seller, and Archie Ray Rose and Cecil Audrey Rose, husband and wife, hereinafter called the purchaser,

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 at a point on the southerly line of the Evergreen Highway, which said point is north 81° 00' west 850 feet from a point which is south 1257 feet and west 38.93 feet from the common corner of Sections 15, 16, 21 and 22, Township 2 North, Range 7 E.W.M.; and running thence north 79° 51' west along said highway, 50 feet; thence south 10° 09' west 100 feet; thence south 79° 51' east 51.3 feet; and thence north 09° 34' 30" east 100 feet to the place of beginning, said tract being designated as Lot 9, Block 4, of the unrecorded plat of the Town of North Bonneville, Washington.

On the following terms and conditions: The purchase price is Nine Hundred Twenty-five and No/100 (\$925.00) Dollars, of which Fifty and No/100 (\$50.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of the said purchase price in the sum of Eight Hundred Seventy-five and No/100 (\$875.00) Dollars in monthly installments of not less than Forty and No/100 (\$40.00) Dollars commencing on the 10th day of March, 1953, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall bear no interest if paid when due, but thereafter shall bear interest at the rate of six per cent per annum. The purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest, if any, then due.

The purchaser agrees: (1) to pay all taxes and assessments including those for 1953 which may hereafter become a lien against the said

NO. 702
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID FEB 17 1953
AMOUNT \$9.25
COUNTY TREASURER
BY *M. J. Jeter*

9:00 AM

real property; (2) not to use the premises for any illegal purposes; (3) to assume all risk of the taking of any part of the above described real property for a public use, and that no such taking if the same occur shall constitute a failure of consideration; and (4) that a full inspection of the said real property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated.

The seller agrees: (1) upon receiving the said purchase price in full together with interest, to make, execute and deliver to the purchaser a warranty deed to the said real property subject only to 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 Sec. 11, Laws Ex. 1951; and (3) that the purchaser shall have possession of the said real property immediately.

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.

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

Frederick L. Lee (SEAL)

Julia A. Lee (SEAL)

Archie V. Ray Rose (SEAL)

Cecil Audrey Rose (SEAL)

STATE OF WASHINGTON

County of Skamania

ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 15th day of February, 1953, personally appeared before me Frederick L. Lee and Julia A. Lee to me known to be the individuals 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.

Robert J. Salomon

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

