APR

8 1953 SKAMANIA COUNTY

AUDITORS CFFICE

P.M.

Washington TITLE INSURANCE COMPANY

## REAL ESTATE CONTRACT

April

THIS AGREEMENT, made and entered into this

day of 物飲也於。1953

between

Franklin C. Prante, a widower

Eugene B. Keel and Josephine M. Keel, his wife hereinafter called the "seller," and

hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of Skamania State of Washington, to-wit:

> The west half of the southwest quarter of the northeast quarter of the northwest quarter of section twenty-four (24), township three (3) north, range nine (9) east, W. M. consisting of five (5) acres more or less.

The terms and conditions of this contract are as follows: The purchase price is

Dollars, of which (\$1500.00 -- One Thousand Five Hundred (\$ 600.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

> In monthly installments of not less than Fifty Dollars (\$50.00), together with accrued interest at 5% on the unpaid balance, first such monthly payment to be made on or before the 7dday , 1953, with a like payment of not less than \$50.00 maxor with accrued interest on or before the Zzh day of each month thereafter.

> All payments hereunder to be payable at the White Salmon office, National Bank of Commerce of Seattle, Washington.

762 SKAMANIA COUNTY Transaction excise tax APR 8 1953 PAID AMOUNT #15.00 COUNTY TREASURER

The purchaser is entitled to take possession of said premises on immediately

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first . ; , herein written.

Franklin le Cronté (SEAL)

Josephine M. Keel (SEAL)

Ergene B. Kiel (SEAL)

STATE OF WASHINGTON

County of Klickitat

On this day personally appeared before me Franklin C. Prante, seller, and Eugene B. Keel and Josephine M. Keel, purchasers

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

7 day of March, 1953.

Notary Public in and for the State of Washington,

residing at White Salmon

Real Estate Contract

Tranklew C. Prant To Frank Engre B Keel STATE OF WASHINGTON SS
COUNTY OF SKAMANIA | SS
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
IS ALASEA (1922)
OF LASEA (1923)
WAS RECORDED IN BOOK 36
OF OLL & AT PAGE 3/7
RECORDS OF SKAMANIA COUNTY, WASH,
COUNTY AUDITOR
BY

WASHINGTON TITLE INSURESTERED R
COMPANY INDEXED: DIR.
SEATTLE, WASHINGTON INDIRECT:
RECORDED:
COMPARED
MAILED