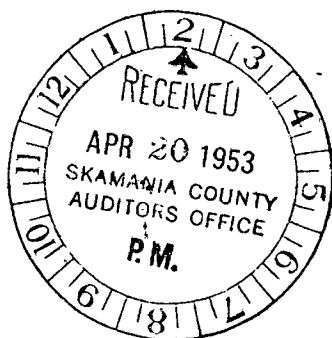


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BOOK 36 PAGE 327

REAL ESTATE CONTRACT

THIS CONTRACT, made this 11th day of April, 1953, by and between Willis L. Berthaumn and Gladys Berthaumn, husband and wife, hereinafter called the seller, and C. L. Samsel and Nina G. Samsel, 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 the northwest corner of the northeast quarter of the southeast quarter of Section 35, Township 3 North, Range 7 E.W.M.; thence south $88^{\circ} 37'$ east 522 feet to the northerly right of way line of the Bonneville Power Transmission line; thence south $41^{\circ} 01'$ west along the said northerly right of way line 726.9 feet; thence north $03^{\circ} 05'$ west 505.2 feet more or less to the point of beginning; said tract containing 3.03 acres, more or less, and being that portion of the northeast quarter of the southeast quarter of Section 35 which lies northwesterly from a strip of land acquired by the United States of America for the Bonneville Power Transmission line.

ALSO an easement for a road right of way 20 feet in width leading from the northeasterly corner of the above described tract of land in an easterly direction to intersection with a county road known and designated as the Ryan-Allen Road, the northerly boundary of the said easement being the center line running east and west through the said Section 35.

On the following terms and conditions: The purchase price is One Thousand and No/100 (\$1,000.00) Dollars, of which Three Hundred Fifty and No/100 (\$350.00) 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 Six Hundred Fifty and No/100 (\$650.00) Dollars in monthly installments of Thirty and No/100 (\$30.00) Dollars or more commencing on the 10th day of May, 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 include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal, and the said monthly installments shall be applied first to interest and then to principal; PROVIDED that at any time on or before six months from the date of the execution of this contract the purchaser shall have the right to pay such balance of the purchase price as will amount to Nine Hundred and No/100 (\$900.00) Dollars plus any interest on the original purchase price then due, and in such event the purchaser shall be entitled to all the benefits of this contract and shall be excused from payment of the \$100.00 balance of the original principal.

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The purchaser agrees: (1) to pay the second half of general property taxes assessed against the above described real property for 1953, and to pay all taxes and assessments which may hereafter be levied against the said real property; (2) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (3) not to use the premises for any illegal purposes; (4) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking if the same occur shall constitute a failure of consideration; and (5) 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, or upon receiving the sum of \$900.00 on principal within six months from the date hereof, together with interest, to make, execute and deliver to the purchaser a warranty deed with federal and state documentary stamps affixed thereto conveying the above described 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 Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (3) that the purchaser shall have possession of the said real property on payment of the \$350.00 down payment.

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.

Willis L. Berthaum (SEAL)

Gladys R. Berthaum (SEAL)

C L Samuel (SEAL)

Nina L. Samuel (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 11th day of April, 1953, personally appeared before me Willis L. Berthaum and Gladys Berthaum 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 G. Salvesen

Notary Public in and for the State of Washington.

Residing at Stevenson, therein.

NO. 768
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID APR 20 1953
AMOUNT \$10.00
COUNTY TREASURER
BY Walter J. Foster
Walter Hadley Dep.