

45455

REAL ESTATE CONTRACT

This REAL ESTATE CONTRACT executed this date by FRED HORNSHUB and BEULAH HORNSHUB, husband and wife, hereinafter referred to as "Sellers", and HAROLD M. ELKINS, Jr., and LONA ELKINS, husband and wife, hereinafter referred to as "Purchasers",

W I T N E S S E T H

That for and in consideration of the covenants and agreements hereinafter provided, Sellers agree to sell and convey to the Purchasers, and the Purchasers agree to buy of the Sellers the following described real property on the terms and conditions provided in this contract:

DESCRIPTION OF PROPERTY, SITUATE IN SKAMANIA COUNTY, WASHINGTON

The Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section thirty-three (33), Township two (2) North, Range five (5) East of the Willamette Meridian, EXCEPT therefrom the following described two lots, to-wit:

Commencing 10 feet East of the intersection of the Northerly line of the Washougal River Road and the West line of the aforesaid quartersection; thence in an Easterly direction along the Northerly line of said road 230 feet; thence North 100 feet; thence West 230 feet, more or less, to a point due North of the point of beginning; thence South 100 feet, more or less, to the point of beginning;

INCLUDING ALSO that perpetual water right acquired by instrument executed heretofore by George McCarthy, said instrument being duly recorded in the records of the aforesaid county.

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

1. PRICE AND PAYMENT: The total purchase price shall be the sum of seven thousand dollars (\$7000.00) and shall be payable in monthly installments of fifty dollars (\$50.00) or more at Purchasers' option, including interest on the unpaid balances of the purchase price from time to time computed at the rate of six percent (6%) per annum. The Purchasers further covenant to pay to Sellers an additional sum of six hundred dollars (\$600.00) within six months of the date of this contract. The monthly payments above provided shall be due and payable on the 15th day of each month, commencing on October 15, 1952, and continuing on the 15th day of each month thereafter until the entire purchase price and interest shall be paid in full.

2. INSURANCE AND TAXES: It is agreed that the 1952 real property taxes on said property have been paid, and Purchasers covenant to pay all real property taxes and assessments on the property for all future years, and Purchasers further covenant to keep the improvements on the premises insured against fire in a minimum amount of Six thousand dollars (\$6000.00), with loss payable to Sellers as their interest may appear. It is provided, however, that in event of said loss and payment of insurance proceeds to Sellers, the amount so paid shall be credited on the unpaid balance of this contract.

3. INSPECTION AND RISK OF LOSS: Purchasers agree that they have fully inspected the premises and the improvements thereon, and are relying on no representations or warranties as to condition or fitness except as expressed herein. Purchasers assume any risk of loss or damage to the premises or improvements thereon by fire or otherwise, and agree that said loss or destruction shall not affect the obligations of this contract.

4. POSSESSION AND TITLE: The Purchasers shall have the right to



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the exclusive possession of the premises upon the execution and delivery of this contract, and during such times as this contract shall not be in default. Purchasers covenant to use the premises in a lawful manner, to comit no waste and to keep the premises in a clean and sanitary condition and in a good state of repair. Purchasers further covenant to pay all charges for said repairs and utilities so that the same shall not become liens on the premises. Pur-chasers hereby accord the sellers the right to enter upon and inspect the premises at reasonable times to determine that this contract is being fully performed.

Sellers covenant upon the complete performance of this contract to deliver to purchasers a warranty deed conveying said property free and clear of all liens and encumbrances, except any said liens or encumbrances created or suffered to be created by purchasers. Sellers further covenant upon the performance hereof to deliver to purchasers a policy of title insurance insuring said title in the amount of the purchase price.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by purchasers in the payment of the several sums above mentioned, or in event of the neglect or failure of purchasers to perform the other terms and conditions hereof, and said default continuing for a period of ten days, then sellers may, at their election, declare purchasers' interest hereunder forfeited and may repossess the premises, retaining any sums theretofore paid as liquidated damages for said breach and for the use and occupation of the premises. The waiver by the sellers of any breach hereof shall not constitute a waiver of the covenant itself or of the strict performance of any term or condition of this contract. In event sellers shall prevail in a suit or action to enforce their rights under this contract, then purchasers agree to pay such sum as the court shall adjudge reasonable as attorneys fees in said suit or action.

IN WITNESS WHEREOF, the parties have executed this Contract in Duplicate this 30<sup>th</sup> day of September, 1952.

Harold M. Elkins Jr.  
Harold M. Elkins, Jr.

Fred Hornshuh  
Fred Hornshuh

Lona Elkins  
Lona Elkins

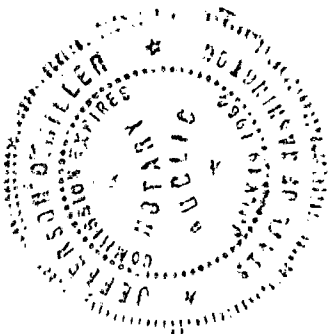
Beulah Hornshuh  
Beulah Hornshuh

STATE OF WASHINGTON) ) ss  
COUNTY OF CLARK )

On this date personally appeared before me FRED HORNSHUH, HAROLD M. ELKINS, Jr., and LONA ELKINS 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 myhand and official seal this 30<sup>th</sup> day of September, 1952.

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



STATE OF FLORIDA )  
 ) ss  
COUNTY OF HILLSBOROUGH )

On this date personally appeared before me BEULAH HORNSHUIH, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of October, 1952.



Ernest M. Ribben  
Notary Public in and for the State of Florida;  
Residing at Tampa, therein.

My commission expires August 16, 1956.  
Notary Public, State of Florida at large  
Bonded by Mass. Bonding & Insurance Co.

UNOFFICIAL COPY

802  
NO.  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID MAY 13 1953  
AMOUNT 70.07  
COUNTY TREASURER  
BY Mac Hadley

Mac Hadley, Dep.