

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



STATE OF FLORIDA)
) ss
COUNTY OF HILLSBOROUGH)

On this date personally appeared before me BEULAH HORNSHUB, 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 10th 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

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