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BOOK 36 PAGE 493

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of June, 1953, by and between Hugh M. Freeman and Edith Freeman, husband and wife, hereinafter called the seller, and James C. Foster and Melba B. Foster, 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:

That portion of Lot 3 of Strawberry Hill Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, described as follows:

Beginning at a point on the south line of the said Lot 3 which is 20 feet west of the southeast corner of the said lot; thence west along the south line of the said Lot 3 to a point 180 feet west of the point of beginning; thence north parallel to the east line of the said Lot 3 a distance of 200 feet; thence east parallel to the south line of the said Lot 3 a distance of 180 feet; thence south parallel to the west line of the said Lot 3 a distance of 200 feet more or less to the place of beginning.

EXCEPTING public roads and rights of way on, over and across the said property.

On the following terms and conditions: The purchase price is Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars, of which Two Hundred Fifty and No/100 (\$250.00) 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 Three Thousand Two Hundred Fifty and No/100 (\$3,250.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars or more commencing on the 1st day of July, 1953, and on the 1st 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 include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal, and shall be paid to the seller at Route 2, Box 214, Central Point, Oregon, or at such other place as the seller may hereafter direct. 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 then due.

The purchaser agrees: (1 to pay all general property taxes and assessments, which

may be hereafter levied against the said real property provided that general taxes for 1953 shall be pro-rated between seller and purchaser as of June 1st, 1953; (2) to keep the buildings now and hereafter placed upon the said real property unceasingly insured against loss or damage by fire in the sum of \$4,000.00, the purchaser to reimburse the seller for prepaid fire insurance as of June 1st, 1953; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purposes; (5) 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 (6) 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 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, and to deliver a policy of title insurance in the sum of \$3,500.00 insuring the purchaser subject only to the usual printed exceptions and 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 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.

NO. 854
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUN 16 1953
AMOUNT \$35.00
COUNTY TREASURER
BY Mabel B. Foster

Hugh M. Freeman (SEAL)

Edith Freeman (SEAL)

James G. Foster (SEAL)

Mabel B. Foster (SEAL)

STATE OF OREGON
County of Tacoma ss.
Skamania

I, the undersigned, a notary public in and for the State of Oregon, hereby certify that on this 3 day of June, 1953, personally appeared before me Hugh M. Freeman and Edith Freeman 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.

Walter W. Ferguson
Notary Public in and for the State of
Oregon.
Residing at Central Point Ore
My commission expires Nov 28, 1956