

45877

REAL ESTATE CONTRACT

THIS CONTRACT, made this 12th day of August, 1953 between
 Rex G. Peet, a widower hereinafter called the "seller" and
 Paul W. Knowles and Lelia C. Knowles, hereinafter called the "purchaser,"
 husband and wife

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:

The West half of the Southwest quarter of the Southeast quarter
 ($W\frac{1}{2}, SW\frac{1}{4}, SE\frac{1}{4}$) and the West half of the East half of the Southwest $\frac{1}{4}$
 of the Southeast quarter ($W\frac{1}{2}, E\frac{1}{2}, SW\frac{1}{4}, SE\frac{1}{4}$) of Section 28, Township
 2 North, Range 6 E.W.M.,

ALSO, commencing at the quarter corner on the South line of the said
 Section 28; thence West on the said South line 29 rods, more or less,
 to the Easterly line of a county road; thence Northerly along the
 Easterly line of the said road to a point 70 rods North of the point
 of beginning; thence South to the point of beginning.

Except of the appurtenances, except:

ALSO the West half of the Northeast quarter of the Northwest quarter of
 the Northeast quarter ($W\frac{1}{2}, NE\frac{1}{4}, NW\frac{1}{4}, NE\frac{1}{4}$); the Northwest quarter of the
 Northwest quarter of the Northeast quarter; and all of the Northeast
 quarter of the Northeast quarter of the Northwest quarter lying easterly
 of the county road; in Section 33, Township 2 North, Range 6 E.W.M.
 Excepting therefrom a 30 ft. right of way across said premises and a
 water right from Sanford Creek and pipe line right of way therefrom.

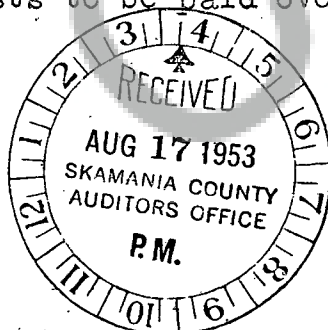
On the following terms and conditions: The purchase price is Three Thousand and no/100

Seven Hundred and no/100 (\$3000.00) dollars, of which
 (\$700.00) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Beginning on or before September 15, 1953, monthly payments of fifty
 dollars or more will be paid until the full purchase price plus interest
 at six per cent per annum has been paid. Interest is to be computed
 monthly on unpaid balance, deducted first from each payment, with
 remainder of payment applied on principal. No timber, except for house-
 hold purposes, will be cut without the written consent of the seller
 until the contract has been paid in full. Purchaser reserves the right
 to pay off balance of contract plus interest at any time he is not in
 default under this contract.

1953 potato crop is reserved by Rex G. Peet, and purchaser assumes
 \$25.00 of selling costs to be paid over and above the total purchase
 price of \$3000.00



NO. 925
 SKAMANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID AUG 17 1953
 AMOUNT \$3000
 COUNTY TREASURER
 BY M. A. J. J. J.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on September 19, 1953 and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) 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.

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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Rex G. Peet (Seal)
Paul W. Knowles (Seal)
Helia C. Knowles (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 13th day of August, 1953, personally appeared before me Rex G. Peet, a widower

known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

[Signature]
Notary Public in and for the state of Washington,
residing at Stevenson, Wash.

45877



REAL ESTATE CONTRACT

FROM

Rex G. Peet

TO

Paul W. Knowles et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

E. E. Chandler
OF Stevenson, Wash.

AT 3:45 P.M. Aug 17, 1953

WAS RECORDED IN BOOK 37

OF deed AT PAGE 113

RECORDS OF SKAMANIA COUNTY, WASH.

John C. Wackler
COUNTY AUDITOR

BY [Signature] DEPUTY

REGISTERED	INDEXED	INDIRECT	RECORDED	COMPARED	MAILED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

MAIL TO