

46084

## CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT made by and between ESSIE M. HENDRICKS JONES, hereinafter called the "seller", and TED M. COLE and OPAL COLE, husbard and wife, hereinafter called the "buyers".

## WITNESSETH:

For and in consideration of the mutual promises and covenants hereinafter to be performed and kept and the payment of the purchase price hereinafter set forth, the seller agrees to sell to the buyers and the buyers agree to buy from the seller the following described property, to-wit:

Beginning at a point on the South line of the Evergreen Highway, that is 1257 feet South and 38.93 feet West of the section corner common to Sections 15,16,21, and 22, Township Two (2) North, Range Seven (7) East of W. M., and running thence South 81° 00' East 650 feet; thence South 9° 00' West 50 feet to the true place of beginning of the property herein described; thence South 81°00' East 33 feet; thence South 9°00' West 50 feet; thence North 81° 00' West 33 feet; thence North 9°00' East 50 feet to the place of beginning, the same being the Southwest portion of Lot 12 in Block one (1) of the unrecorded plat of North Bonneville, Skamania County, Washington.

The buyers agree to pay to the seller the sum of Eight Hundred Fifty (\$850.00) Dollars for the premises of which the sum been of One Hundred (\$100.00) Dollars has/paid down, receipt of which is hereby acknowledged, and the balance of Seven Hundred Fifty (\$750.00) Dollars the buyers agree to pay at the rate of Forty (\$40.00) Dollars per month, plus interest, at the rate of six per cent (6%) per annum, for the first eight months, the first payment being due on November 15, 1953; commencing with the ninth month the buyers agree to increase the payments to \$43.00, plus interest, each month thereafter until the full amount of the purchase price plus interest has been paid.

The buyers agree to keep the premises up in good repair.

They further agree to pay all taxes levied, assessed or falling due upon the premises after this date before the same shall become delinquent and agree to produce receipts, upon demand, showing the same

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Buyers

to have been paid.

The buyers further agree to keep the premises insured against loss or damage by fire in a company satisfactory to the seller, with risk of loss payable to the seller and the buyers as their interest may appear.

The buyers further agree to deliver the insurance policy to the seller and keep all premiums on the same paid. Insurance shall be in the amount not less than the balance due on this contract.

The buyers further agree not to assign this contract without first securing the written consent of the seller.

In the event the buyers comply faithfully with the terms of this contract and make all of the payments called for, the seller will deliver to them thereafter, a warranty deed to the premises and a policy of title insurance, with the usual reservations, showing a merchantable title in the seller as of this date.

In case the buyers fail to make any payment called for by this contract or shall fail to comply with or keep any covenants or agreements herein contained or shall fail to keep the property insured and the taxes paid then the seller may give ten (10) days written notice of intention to cancel and forfeit the buyers' rights unless compliance of default is had within said ten (10) day period and if buyers fail to comply then seller shall have theoption of forfeiting this contract and upon such forfeiture all rights of the buyers shall immediately cease and determine and all payments heretofore made by the buyers shall be retained by the seller as liquidated damages and rent for the use and occupancy of the property.

Seller Janes Tod IM Cate Opal Cole

STATE OF WASHINGTON ) COUNTY OF SKAMANIA

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this  $44^{-1}$  day of October, 1953, personally appeared before me Essie M. Hendricks Jones, and Ted M. Cole and Opal Cole, husband and wife, 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.

> Notary Public in and for the State of Washington, residing at STEVENSONS

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