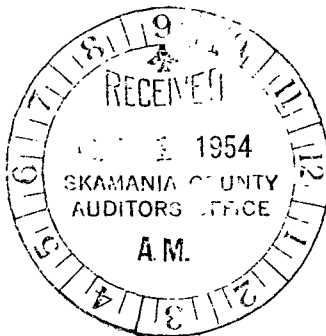


46634



REAL ESTATE CONTRACT

NO. 1080  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID AS 1 1954  
AMOUNT \$25.00  
COUNTY TREASURER  
BY *M. J. G. S. S. S.*

THIS CONTRACT made this 24th day of February, 1954, by and between Z. McCHESNEY and MABLE McCHESNEY, husband and wife, hereinafter called the Seller, and EDMUND E. SORMAN and GERALDINE SORMAN, husband and wife, hereinafter called the Purchaser;

WITNESSETH:

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller the following described real property with all appurtenances, situate in Skamania County, Washington:

All that portion of the northwest quarter (NW $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 6 E.W.M. and of the following described tract of land:

Beginning at a point 2632 feet south of the quarter corner on the north line of the said Section 34 and 2660 feet west of the quarter corner on the east line of the said Section 34; thence east 22.44 feet; thence northwesterly 735 feet to intersection with the quarter section line running north and south through the center of the said Section 34; thence south to the point of beginning;

which lies northerly of a line 340 feet northerly of, and parallel to, the quarter section line running east and west through the center of the said Section 34; EXCEPTING those portions thereof lying westerly of the center of Duncan Creek and northerly of the transmission line easement granted to the United States of America by deed dated July 21, 1942, and recorded at page 237 of Book 29 of Deeds, Records of Skamania County, Washington;

SUBJECT TO the aforesaid transmission line easement, the existing county road known and designated as Woodard Creek Road, and water pipe line easement of the S. P. & S. Railway Company;

AND RESERVING to the Seller easement and pipe line as now located over and across the above described real property together with the right to repair and maintain the same.

On the following terms and conditions: The purchase price is Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, of which One Thousand Six Hundred Seventy and No/100 (\$1,670.00) 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 Eight Hundred Thirty and No/100 (\$830.00) Dollars in monthly installments of Twenty-Five and No/100 (\$25.00) Dollars or more commencing on the 5th day of April, 1954, and on the 5th 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 five percent per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. 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 taxes and assessments which may hereafter be levied against the said real property including general taxes payable in 1954; (2) not to use the premises for any illegal purposes; and (3) to assume all risk of damage to the said real property or of the taking of any part thereof for a public use, and that if such damage or taking shall occur the same shall not constitute a failure of consideration.

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 \$2,500.00 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 that 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.

J. M. C. Lerner (SEAL)

Mable McChesney (SEAL)

Edmund E. Soman (SEAL)

Geraldine Soman (SEAL)

STATE OF WASHINGTON    0  
                                  0 ss.  
County of Skamania    0

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 27<sup>th</sup> day of FEBRUARY, 1954, personally appeared before me Z. McChesney and Mable McChesney, 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.

Robert J. Salomon

Notary Public in and for the State of Washington, residing at Stevenson therein.

