

47070

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 22nd day of May, 1954  
 Seth J. Moore and Kathryn Ryan Moore,  
 husband and wife  
 Clovis A. Benito and Ruby E. Benito,  
 husband and wife

between  
 hereinafter called the "seller" and  
 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:

Beginning at a point 354 feet south and 30 feet east of the north-  
 west corner of the southeast quarter of the southeast quarter  
 (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 20, Township 3 North, Range 8 E.W.M.; thence  
 south 120 feet; thence east 217.8 feet; thence north 120 feet;  
 thence west 217.8 feet to the point of beginning;

RESERVING to the sellers, their heirs and assigns, a strip of land  
 20 feet in width to be selected by the sellers within three years  
 from the date of this contract, said strip to be for the purpose of  
~~Free of incumbrances except~~ an access road way to other property of the sellers  
 and to be selected from the northerly or southerly portions of the  
 above described real property in such a manner as not to interfere  
 with the convenient use and occupation of the buildings and improve-  
 ments now constructed and existing upon the above described real  
 property.

Free of incumbrances.

On the following terms and conditions: The purchase price is Seven Thousand and  
 no/100 dollars (\$ 7000.00 ) dollars, of which  
 Twelve Hundred Fifty and no/100 (\$1250.00 ) 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 June 1, 1954, monthly  
 payments of \$50.00 or more will be made until the full purchase price  
 has been paid plus interest at six per cent per annum. Interest is to  
 be computed monthly on unpaid balance, deducted first from each pay-  
 ment with remainder of payment applied on principal. Purchaser reserves  
 the right to pay off balance of purchase price plus interest at any  
 time he is not in default under this contract.



NO. 1172  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID JUN 7 1954  
 AMOUNT \$ 70.00  
 COUNTY TREASURER  
 BY *G. M. S. H. H. H.*

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 **June 1, 1954** 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.

*Seth J. Moore* (Seal)  
*Kathryn R. Moore* (Seal)  
*Clovis A. Benito* (Seal)  
*Ruby E. Benito* (Seal)

California  
 STATE OF ~~WASHINGTON~~  
 County of *San Diego*

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 31<sup>st</sup> day of May, 1954, personally appeared before me Seth J. Moore and Kathryn Ryan Moore, husband and wife

to me known to be the individual s 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.

*Edna M. Leitch*  
 Notary Public in and for the state of ~~Washington~~ **California**  
 doing business at 2879 University Ave  
at  
My commission expires Feb. 13, 1958

47070



REAL ESTATE CONTRACT

FROM  
 Seth J. Moore  
 et ux  
 TO  
 Clovis A. Benito  
 et ux

STATE OF WASHINGTON  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

*S. E. Chandra*

OF

AT 2-45 P.M. June 7 1954

WAS RECORDED IN BOOK 38

OF Deed AT PAGE 169

RECORDS OF SKAMANIA COUNTY, WASH.

*John C. Wacker*  
 COUNTY AUDITOR

BY *C. Rankin*

DEPUTY

REGISTERED <i>R</i>	INDEXED: DIR. <i>R</i>	INDIRECT: <i>R</i>	RECORDED:	COMPARED	MAILED
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MAIL TO