

47719

BOOK

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FOR AND IN CONSIDERATION of the premises hereinafter set out, R. P. DELL and
ALBERTA H. DELL, husband and wife,

hereinafter called the seller, agrees to sell, and HENRY JEPSEN and INGA JEPSEN of Route 2,
Box 262, Washougal, Washington

hereinafter called the buyer,
 agrees to buy the following described real estate, situate in the County of Skamania, State of
 Washington, more particularly described as follows, to-wit:

Lot 46, Washougal Riverside Tracts, according to the duly
recorded plat thereof now on file.

EXCEPT the Northwestern 136.5 feet of said Lot 46, Washougal
Riverside Tracts, being that portion of said Lot 46 lying
adjacent to the Skye Road and having a frontage of 200 feet
on said Skye Road with a depth of 136.5 feet, all of the same
lying and being situated in the County of Skamania, State of
Washington.

for the sum of Three Hundred and no/100 - - - - - (\$ 300.00) Dollars,
 of which the buyer has paid the sum of Twenty-five and no/100 - - - - - Dollars,
 (\$ 25.00), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal

together with interest thereon from date at the rate of six (6%) per cent per annum, computed on
 balances remaining unpaid from time to time at the times and in the manner following:

Ten Dollars (\$10.00) or more, on or before November 1, 1954, and
Ten Dollars (\$10.00) or more on or before the first day of each
month thereafter until the full balance of principal and interest
has been paid. Said payments shall include accrued interest.

regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon
 insured against loss by fire in a reliable insurance company, in the sum of \$ NONE, with loss payable to seller and buyer, as their interests
 appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein, contained, or shall fail to make the payments aforesaid at the times specified,
 the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made,
 and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises at will and shall be entitled to only such notice to vacate
 as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the
 usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be
 retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment but shall pay the
 costs of such items as are caused by or on account of his acts or acts of his successors in interest.

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, 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 expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached
 hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

Sellers have ordered a Purchasers' policy of Title Insurance which
shall be delivered to Purchasers when received. Sellers shall have
no further obligation to prove the marketability of their title.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 14th
 day of October, 1954.

Witnesses:

M

1304

COUNTY

SACTION EXCISE TAX

PAID

OCT 18 1954

AMOUNT

COUNTY

ASURER

BY Messinger

R P Dell

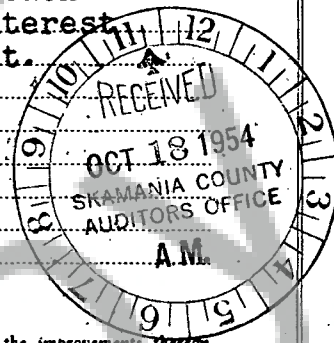
Alberta H. Dell

Seller.

Henry Jepsen

Inga Jepsen

Buyer.



October

1954

R.P. Dell and Alberta H. Dell.

husband & wife, & Henry Jepsen & Inga Jepsen, husband and wife

to me known to be the individuals.....described as seller and who executed the within and acknowledged that.....they.....signed and sealed the same as.....their.....free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If seller is a corporation, attach corporation acknowledgment.)

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

Camas.

ASSIGNMENT BY BUYER

The within named buyer, for and in consideration of the sum of..... Dollars
does assign and convey all right and title in and to the within contract and the property described therein unto.....

and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said buyer.

SIGNED AND SEALED, this..... day of....., 19.....
The seller consents to this assignment.

STATE OF WASHINGTON, County of..... } ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this..... day of....., 19....., personally appeared before me.....

to me known to be the individual..... described in and who executed the above assignment, and acknowledged that..... signed and sealed the same as..... free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

ASSIGNMENT BY SELLER

The within named seller, for and in consideration of the sum of _____ Dollars
hereby assigns all his right and title to the within contract to _____
this _____ day of _____ 19 _____

(Deed from seller to assignee must be given with this assignment.)

CONSENT TO ASSIGNMENT BY BUYER

The within named seller, does hereby consent to the assignment of this contract by the buyer.

Name. _____

τ_0 _____ Name. _____

Signed _____ Seller.

[illegible]

47219

CONTRACT

REAL ESTATE.

R. P. Dell et al.

Henry James at 101

STATE OF WASHINGTON
County of Skamania ss.

Received for record this 18. day of Oct. 1957

at 11-15 o'clock P. M., and recorded at
request of R. J. Salinas
in Book 38 Page 451

Record of said County.

John C. Watkins
County Auditor.

By Attestation Deputy.

