

46865

BOOK 38 PAGE 72

FOR AND IN CONSIDERATION of the premises hereinafter set out, LILLIAN M. BAKER, formerly LILLIAN M. NEBLOCK, as her separate estate

hereinafter called the seller, agrees to sell, and JAMES E. PALMATEER and ANDREE PALMATEER, husband and wife

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:

Beginning at the southwest corner of Lot 9, of Normandy Tracts, according to the official plat on file and of record in the office of the County Auditor of Skamania County, Washington; thence westerly along the North line of State Highway No. 8 a distance of 393 feet to the point of beginning of the tract hereby conveyed; thence from said initial point westerly along the north line of said highway a distance of 53 feet; thence at a right angle northerly a distance of 102 feet; thence at a right angle easterly and parallel with said north line of said highway a distance of 53 feet; thence southerly a distance of 102 feet to the point of commencement. Subject to flowage easement conveyed to United States of America

for the sum of Forty Three Hundred and no/100 (\$ 4300.00) Dollars, of which the buyer has paid the sum of Fifty and no/100 Dollars, (\$ 50.00), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal Forty Two Hundred Fifty and no/100 - - - (\$4250.00) Dollars

together with interest thereon from date at the rate of six per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: in monthly installments of \$50.00 or more per month, including interest at six percent, with the first payment due and payable on the 7th day of April, 1953 and a like payment due and payable on the 7th day of each month thereafter until the balance is paid in full. It being furthered agreed, that the purchasers will pay an additional \$300.00 on the principal balance of this contract on or before one year from this date.

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 \$ 3000.00 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 agrees to retain title to the premises until the full amount of the purchase price has been paid, and the buyer shall have the right to occupy the premises until the date of the last payment, but shall pay the cost of insurance on the premises during the term of the contract.

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.

It is understood and agreed, that the seller is to furnish the Buyers with a Policy of Title Insurance, showing clear title when the Buyers will have paid the \$300.00 additional payment as provided above.

It is further agreed, that the Buyers will not have their copy of this contract recorded until they will have paid the \$300.00 additional payment as provided above.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 12th day of March, 1953.

Witnesses:

Lillian M. Baker

Seller.

James E. Palmateer

Andree Palmateer

Buyer.

NO. 803  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID Mar 13 1953  
AMOUNT \$ 48.20  
COUNTY TREASURER  
BY Mar 9 1953  
(Mar 9 1953)  
Annette Hutchinson

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 12th day of March, 1953 personally appeared before me Lillian M. Baker

to me known to be the individual described as seller and who executed the within and acknowledged that she signed and sealed the same as her 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.

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

Lillian M. Baker  
Notary Public in and for the State of Washington, residing at Clark, therein

## 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.

Seller, \_\_\_\_\_  
To \_\_\_\_\_  
Name, \_\_\_\_\_  
Signed \_\_\_\_\_  
Name, \_\_\_\_\_

19____	Paid on Interest	Paid on Principal	Principal Balance	Received By
4-7-53	17.41	32.59	4217.41	4-7-53 P.S.B.
5-8-53	21.09	28.91	4188.50	5-7-53 P.S.B.
4-5-53	20.94	29.06	4159.44	6-7-53 P.S.B.
2-6-53	20.80	29.20	4130.24	2-7-53 M.T.
3-5-53	20.65	29.35	4100.89	8-7-53 J.C.
7-5-53	20.50	29.50	4071.39	9-7-53 P.S.B.
1-10-53	20.35	29.65	4041.74	10-7-53 P.S.B.
1-8-53	20.20	29.80	4011.94	11-7-53 P.S.B.
1-5-53	20.05	29.95	3981.99	12-7-53 P.S.B.
1-12-54	19.90	30.10	3951.89	1-7-54 P.S.B.
2-6-54	19.76	30.24	3921.65	2-7-54 P.S.B.
3-10-54	19.60	30.40	3891.25	3-7-54 P.S.B.
4-7-54	19.46	30.54	3860.71	4-7-54 P.S.B.
4-7-54	19.31	30.69	3830.02	4-7-54 P.S.B.

No. 46865

## CONTRACT

REAL ESTATE

Lillian M. Baker  
To

James E. Palmeter

STATE OF WASHINGTON } ss.  
County of Shamokin

Received for record this 19

day of April, 1954

at 3:00 o'clock P.M., and recorded at

request of R. J. Selander

in Book 33 Page 72

Record of said County.

John C. Wacker  
County Auditor.

By Clarkin  
Deputy.

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RECORDED	
COMPALED	
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