

48258

BOOK

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REAL ESTATE CONTRACT

THIS CONTRACT, made this 14th day of February, 1955, between

Oscar Larson and Ellen Larson, husband and wife, hereinafter called the "seller" and

Melvin Engel Jr. and Rena Mae Engel, husband and wife, 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 the quarter post on the section line which runs north and south between Sections 33 and 34, Township 2 North of Range 6 East of the Willamette Meridian, running thence west 880 feet to the southwest corner of the tract of Earl Marble as a beginning point for this description, thence west 440 feet, thence north 757.8 feet; thence east 685 feet; thence south 76.8 feet; thence south 10° 47' W. 723.7 feet to the place of beginning, containing 10 acres; said land being in the Southwest quarter of the Northeast quarter Section 33 Township 2 North Range 6 East of the Willamette Meridian.

~~Free of incumbrances, except~~

Excepting that tract of land containing one acre, more or less, conveyed by the sellers herein to Edward J. Farnsworth and Pearl M. Farnsworth, husband and wife, by deed dated March 31, 1950, and recorded May 31, 1950, at page 114, Volume 33 of Deeds, records of Skamania County, Washington.

Free of incumbrances, except: Taxes for 1955 which the vendees agree to pay, and easements granted to the United States of America for the Bonneville Power Administration's power line; TOGETHER WITH all water rights and pipe line easements appurtenant thereto.

On the following terms and conditions: The purchase price is Four thousand two hundred fifty and no/100 - - - - - (\$ 4,250.00) dollars, of which

Five hundred and no/100 - - - - - (\$ 500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Monthly installments of Fifty and no/100 (\$50.00) Dollars each, the first installment payable on the first day of April, 1955, and like installments on the first day of each month thereafter, the said installments to be credited first to interest and the balance thereof to principal.

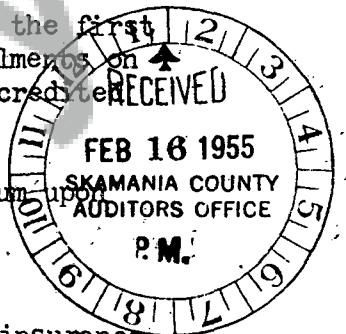
Interest to be computed at the rate of six per cent (6%) per annum upon unpaid balances.

The purchasers also agree to pay one-half of the cost of title insurance at the time of delivery of policy. For and in consideration of the above purchase price the sellers include in this sale a combination electric range and wood stove and a refrigerator; the purchasers agree not to sell or dispose of the said personal property until the purchase price has been paid in full, except with the written consent of the sellers.

The sellers agree that the purchasers on any regular installment date may pay any part or all of the unpaid balance of purchase price of this contract.

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 payments 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; and such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, the 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 improvements, 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 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 March 10, 1955 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.

NO 1420
COUNTY
SECTION EXCISE TAX
PAID FEB 16 1955
AMOUNT \$42.50
COUNTY MEASURER
BY *Michael J. Guter*
Notary Public in and for the state of Washington, Dep.

STATE OF WASHINGTON
County of Skamania
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 16th day of February, 1955, personally appeared before me
Oscar Larson and Ellen Larson, 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.

Robert J. Salvesen
Notary Public in and for the state of Washington,
residing at Stevenson

48258
PUGET SOUND
TITLE INSURANCE COMPANY
REAL ESTATE CONTRACT

FROM
Oscar Larson, et ux

TO
Melvin Engelt, Jr. et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salvesen

OF *Stevenson, Wash.*

AT *1:30 P.M. Feb. 16, 1955*

WAS RECORDED IN BOOK *39*

OF *Deeds* AT PAGE *250*

RECORDS OF SKAMANIA COUNTY, WASH.

Alice H. Berg

COUNTY AUDITOR

M. K. Kelly

DEPUTY

REGISTERED	K
INDEXED	DIR. K
MAILED	K
RECORDED	K
COMPALED	
MAILED	