

ROBT. W. GARVER
ATTORNEY AT LAW
CAMAS, WASHINGTON

NO. 1415
SKAMANIA COUNTY
SECTION EXCISE TAX
PAID MAR 14 1955
AMOUNT \$35.00
COUNTY TREASURER
BY Mabel J. Jeter

THIS AGREEMENT, Made and entered into this 11th day of March, 1955

between GENITA D. NIELSEN, a divorced woman, Clackamas, Oregon

hereinafter called the "seller," and ALFRED L. BAUMGARDEN, Cook, Washington

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

All that portion of Lot One (1), Block Sixteen (16), of the Manzanola Orchard and Land Company's tracts according to the official plat thereof on file and on record in the office of the Auditor of Skamania County, Washington, lying east of the County Road known as the Jessup Road, EXCEPTING THEREFROM the tract in the Northeast corner of said Lot 1, containing $1\frac{1}{2}$ acres, conveyed to School District No. 24, now School District No. 31, Skamania County, Washington



with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Three Thousand Five Hundred & no/100***** Dollars (\$ 3500.00) of which the sum of Two Hundred & no/100***** Dollars (\$ 200.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Three Thousand Three Hundred & no/100----- Dollars (\$ 3300.00) shall be paid as follows:

Thirty Dollars (\$30.00) or more per month including interest at 6% per annum, commencing on the 15th day of April, 1955 and a like payment on the 15th day of each and every month thereafter until said contract is paid in full.

No assignment of this contract by the purchasers shall be valid unless the written consent of the seller is first had and obtained.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure 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 six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

ss.

COUNTY OF CLARK

Genita D. Nielsen (SEAL)

Alfred L. Baumgarden (SEAL)

(SEAL)

(SEAL)

On this day personally appeared before me

GENITA D. NIELSEN, a divorced woman and ALFRED L. BAUMGARDEN

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

GIVEN under my hand and official seal this 11th day of March, 1955

Janette Smith
Notary Public in and for the State of Washington,

residing at Camas, therein.

48398

REAL ESTATE CONTRACT
(INDIVIDUAL)

Genita D. Nielsen

to

Alfred L. Baumgarden

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Robert W. Barver

OF *Camas, Wash.*

AT *10-00 A.M. March 21 1955*

WAS RECORDED IN BOOK *39*

OF *Deeds* AT PAGE *290*

RECORDS OF SKAMANIA COUNTY, WASH.

Alice L. Berg

COUNTY AUDITOR

BY *M. Kelly* DEPUTY

REGISTERED	<i>K</i>
INDEXED	<i>K</i>
INDIRECT	<i>K</i>
RECORDED	
COMPARED	
MAILED	