

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of **June, 1955**
between **DOUGLAS SEXTON and CONNIE F. SEXTON, husband and wife**

hereinafter called the "seller," and **ERNEST ELMER AHRENDT and JUANITA WILLIAMS AHRENDT,**
husband and wife

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, with the appurtenances, situate in the County of **Skamania** State of Washington, to-wit:

The Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$)
and Southwest quarter of Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section
Eighteen (18), Township two (2) North, Range five (5), East of the
Willamette Meridian, containing 80 Acres, more or less.



NO. 1540
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUN 16 1955
AMOUNT \$85.00
COUNTY TREASURER
BY M. J. Jeter

The terms and conditions of this contract are as follows: The purchase price is **Eight thousand**
Five hundred and no/100 dollars ----- (\$ 8,500.00) Dollars, of which
Five hundred and no/100 dollars ----- (\$500.00) Dollars
has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$8000.00 shall be due
and payable in semi-annual installments of \$300.00, or more at Purchasers option,
including interest on the deferred balances of the purchase price from time to
time, computed at six (6) percent per annum. The interest aforesaid shall be
accrued semi-annually and said installments shall be applied first on the payment
of the interest and the balance shall be applied on the principal. The afore-
said semi-annual installments shall commence on December 1, 1955, and shall
continue on the first day of each June and December thereafter until the balance
of the purchase price and interest is paid in full.

The Purchaser shall be privileged to use the timber on the property for his
personal fuel needs, but said timber shall not be otherwise cut or removed.

The purchaser is entitled to take possession of said premises on **the execution and delivery of**
this contract

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and
grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or here-
after to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, 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 in some company acceptable to the
seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies
and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the
seller may make such payment and any amount so paid by the seller, together with interest thereon from date of
payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all
without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller
nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any
agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and
attached to and made a part of this contract.

The Sellers agree, when a total of \$2500.00 has been paid upon the principal of the Purchase price, to procure and deliver

~~the seller to procure on pages, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.~~

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **Warranty** deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made 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 all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Mailing address of Purchaser at the time of said default.

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant 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.

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

Douglas Sexton (SEAL)
Douglas Sexton

Connie F. Sexton (SEAL)
Connie F. Sexton

Ernest Elmer Ahrendt (SEAL)
Ernest Elmer Ahrendt

Juanita Williams Ahrendt
Juanita Williams Ahrendt

STATE OF WASHINGTON,

County of **CLARK**

On this day personally appeared before me **DOUGLAS SEXTON, CONNIE F. SEXTON, ERNEST ELMER AHRENDT and JUANITA WILLIAMS AHRENDT** 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

1st day of June, 1955

Frank B. Wright
Notary Public in and for the State of Washington,

residing at **Camas, therein.**

Real Estate Contract

FROM

Douglas Sexton, et al

TO

Ernest Elmer Ahrendt, et al

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Mail to Fred B. Wright
THE Wright 416 N. E. Cedar St. Camas, Wn

P. O. Box 1887 10-00A M. June 24, 1955
416 N. E. Cedar Street
Camas, Washington

OF *Read* AT PAGE 481

RECORDS OF SKAMANIA COUNTY, WASH.

Alice B. Berg

COUNTY AUDITOR

BY *M. Kelly*

FLETCHER DANIELS TITLE CO. DEPUTY

1105 1st Street - Vancouver, B.C.

RECEIVED WASHINGTON TITLE INSURANCE

COMPANY

INDEXED: DIR. SEATTLE, WASHINGTON

INDEXED: X

RECORDED:

COMPARED

MAILED

48884



(Acknowledgment—Individual)

BOOK

39 183

STATE OF WASHINGTON, }
COUNTY OF Pacific } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this
3rd day of June, 1955 personally appeared before me
Connie F. Sexton

to me known to be the individual described in and who executed the foregoing instrument, and acknowl-
edged that she signed and sealed the same as her 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.

Arthur C. Kramer
NOTARY PUBLIC in and for the State of
Washington, residing at Long Beach