

49574

## REAL ESTATE CONTRACT

THIS AGREEMENT; Made and entered into this first day of April 1953, by and between Ben. F. Holcomb and Anna K. Holcomb, husband and wife of Carson, Wash., parties of the first part, and Clyde Litton and Ruth Litton, husband and wife of Carson, Wash. Parties of the second part; witnesseth; That in consideration of the agreements hereinafter mentioned, and the sums of money to be paid to parties of the first part by parties of the second part, the parties of the first part agree to sell to parties of the second part, and the parties of the second part agree to purchase from parties of the first part, the following described real property to-wit;

Beginning at a point Thirty feet East and One Hundred and one rods and thirteen and one half feet North of the Southwest corner of the Northwest quarter of the Southwest quarter of Section Twenty-one Twp. 3 N.R. 8 E.W.M., running thence East Fifty-eight rods thirteen and two thirds feet, Thence North Twenty rods Twelve and one half feet, thence West Fifty-eight rods Thirteen and two-thirds feet, thence South Twenty rods Twelve and one-half feet to point of beginning; being a tract of land containing Seven and one-half acres more or less.

For the sum of Three Thousand Seven Hundred (3,700.00) Dollars; payable to the parties of the first part as follows; Seven Hundred Dollars ( \$ 700.00 ) on the date of this Agreement, the receipt whereof which is hereby acknowledged by parties of the first part and a further sum of Twenty-five dollars on the first day of each and every month beginning on the first day of May 1953 and continuing each month until the balance of three thousand dollars together with interest at the rate of five per cent per annum on the unpaid balance shall have been paid; Interest on the unpaid balance shall be computed at the rate of 5% per annum on the first day of April and October of each year, on the then unpaid balance and shall then be paid in cash, and if not so paid, shall be added to the principal of unpaid balance and shall bear interest at the same rate.

The party of the second part shall have the right to make larger payments than herein provided, or pay all of the unpaid balance at any time and receive a Deed as hereafter provided when full payment has been made.

Party of the second part shall keep the dwelling house on said premises, insured against fire in the sum of One Thousand Dollars and shall also pay all the real estate taxes that shall be assessed against the property when the same shall become due.

In case the parties of the second part shall make the payments aforesaid in the amounts provided and at the times mentioned in this agreement, the time of payment being of essence in this contract, then parties of the first part will make a good and sufficient Warranty Deed, conveying the above described premises to parties of the second part forever. but in case parties of the second part shall fail to make the payments aforesaid and at the times provided, then this agreement shall become null and void the same as if

it had never been made, and all payments shall be forfeited to parties of the first part as damages for failure to keep the agreement, and parties of the second part shall at once vacate the premises and deliver the same to parties of the first part or their legal representatives.

IN WITNESS WHEREOF the parties have hereunto set their hands in duplicate this first day of April 1953.

Ben F. Holcomb

Anna K. Holcomb

parties of the first part

Clyde C. Litton

Ruth Litton

parties of the second part.

NOTARY PUBLIC  
STATE OF WASHINGTON  
I HEREBY CERTIFY THAT THE ABOVE  
SIGNATURES ARE TRUE AND CORRECT  
AND THAT THE PARTIES HAVE PERSONALLY  
APPEARED BEFORE ME AND HAVE  
ACKNOWLEDGED THE SIGNATURES

State of Washington  
County of Skamania

I Jos. Gregorius a Notary Public in and for said County and State do hereby certify that on this first day of April 1953 personally appeared before me Ben. F. Holcomb and Anna K. Holcomb, husband wife, to me known to be the persons who signed the within instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS My hand and Notarial Seal this first day of April 1953.

Jos. Gregorius

Notary Public in and for the State of  
Washington residing at Carson.



NO 777  
Skamania COUNTY  
Transaction EXCISE TAX  
P.M. Apr 23 1953  
Amount \$37.00  
COUNTY TREASURER  
BY Mabel J. Gater