

49910

BOOK

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REAL ESTATE CONTRACT

THIS CONTRACT, made this 7th day of January, 1956 between
 Frank Wm. Birkenfeld and Louise Birkenfeld,
 husband and wife hereinafter called the "seller" and
 C.J. Corbitt and Thelma D. Corbitt,
 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:

A tract of land in the Jos. Robbins D.L.C. in Section 27, Township 3 North,
 Range 8 E.W.M., more particularly described as follows:

Beginning at a point 906.6 feet north and 660 feet east of the intersection
 of the west line of the said Robbins D.L.C. and the south line of the said
 Section 27; thence north 29° west 122.4 feet; thence north 36° 37' east 99.3
 feet; thence south 186.8 feet to the point of beginning;

ALSO: Beginning at a point 660 feet east and 1650 feet north of the intersec-
 tion of the west line of the said Robbins D.L.C. and the south line of the
 said Section 27; thence east 660 feet; thence south 330 feet; thence west

396 feet; thence south 429 feet; thence west 264 feet; thence north 759 feet
 to the point of beginning; EXCEPT the following described tract; Beginning
 at a point on the east boundary of said tract 924 feet east and 991 feet north
 of the intersection of the west line of the said Robbins D.L.C. and the south
 line of said Section 27; thence south 100 feet; thence west 244 feet more or
 less to the easterly line of a private road formerly known as the Wallingford
 Road; thence northerly along the easterly line of said road to a point due west
 of the point of beginning; thence east 230 feet more or less to the point
 of beginning; EXCEPT rights of way for public roads. ALSO subject to water
 rights and pipeline easement of Mae Wedrick.

On the following terms and conditions: The purchase price is Twelve Thousand Five

Hundred and no/100 ----- (\$ 12,500.00) dollars, of which

Forty Two Hundred and no/100 ----- (\$4200.00) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

On or before February 10, 1956, Three Hundred dollars (\$300.00) shall be
 paid. Beginning on or before March 10, 1956, monthly payments of not less
 than \$75.00 shall be made until the full purchase price plus interest at
 the rate of six per cent per annum has been paid. Interest is to be
 computed monthly on unpaid balance and included in payments. Balance of
 contract plus interest may be paid in full at any time purchaser is not in
 default under this contract.

It is understood and agreed that this contract also conveys to purchaser
 all water rights appurtenant to above described property.

Merchantable timber now on said property is not included in this conveyance
 and seller shall have the right to remove same by July 6, 1956, relinquishing
 all claims to same on that date.



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 pay-
 ments 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; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all 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 money, 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 **Warranty** 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 **January 15, 1956** 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 1748
COUNTY
ON EXCISE TAX
ID JAN 18 1956
A. J. CORBITT
CCCL TREASURER
BY *M. J. Corbett*

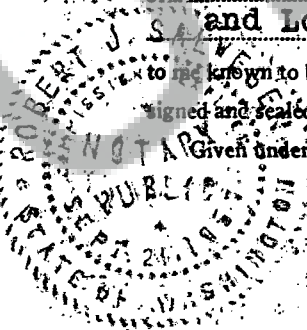
Frank Wm. Birkenfeld (Seal)
Louise Birkenfeld (Seal)
C. J. Corbett (Seal)
Thelma Corbett (Seal)

STATE OF WASHINGTON,
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of January, 1956, personally appeared before me Frank Wm. Birkenfeld and Louise Birkenfeld, husband and wife

to be known to be the individual 8 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. Salvisen
Notary Public in and for the state of Washington,
residing at STEVENSON, WASHINGTON

49910



REAL ESTATE CONTRACT

FROM

Frank Wm. Birkenfeld
et ux

TO

O. J. Corbett
et ux

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

C. E. Chandler
OF *Stevenson, Wash.*

AT *3-20 P.M.* JAN. 18, 1956

WAS RECORDED IN BOOK *41*

OF *10* AT PAGE *28*

RECORDS OF SKAMANIA COUNTY, WASH.

Oliver S. Berry
COUNTY AUDITOR

M. J. Corbett
DEPUTY

REGISTERED	K
INDEXED: DIR.	K
INDIRECT:	K
RECORDED:	
COMPARED	
MAILED	

MAIL TO