

APR 4 - 1956

Amount Paid \$40.00

M. J. Jeter  
Skamania County Recorder

By

THIS AGREEMENT, Made and entered into this 30<sup>th</sup> day of March, 1956,  
 between EDWARD LANE and INDAH M. LANE, husband and wife,  
 hereinafter called the "seller," and EDWARD B. LANE or GRACE M. LANE, 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 situate in the County of Skamania, State of Washington,  
 to-wit:

The Northwest quarter of the Northwest quarter of  
 Section Ten, Township One North of Range Five East  
 of W. M.; ALSO the Southwest quarter of the Southwest  
 quarter of Section Three, Township One North of Range  
 Five East of W.M.;

SUBJECT to all reservations and easements of record as  
 of this date;

with the appurtenances, on the following terms and conditions: The purchase price for said described prem-  
 ises is the sum of FOUR THOUSAND AND NO/100 \* \* \* \* \* Dollars (\$4000.00)  
 of which the sum of NONE \* \* \* \* \* Dollars (\$ \* \* \* \*)  
 has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price  
 in the sum of FOUR THOUSAND AND NO/100 \* \* \* \* \* Dollars (\$ 4000.00)  
 shall be paid as follows: In regular monthly installments of \$50.00 per month  
 each commencing April 10, 1956, and continuing until the full pur-  
 chase price herein has been paid. Purchasers may at their option make  
 larger monthly payments or pay additional payments at any time and  
 may at their option also pay off this contract at an earlier date.  
 No interest shall be charged on unpaid principal balances. In the  
 event however that any monthly installment shall become delinquent  
 interest may be charged on such delinquent installment from the date  
 of delinquency at the rate of 7 per cent per annum. Purchaser further  
 agrees to pay all costs and expenses pertaining to their purchase of  
 this property, including legal fees and also take care of and pay as  
 and when due and before delinquency the 1% transaction tax payment and  
 all federal and state revenue stamp charges, and also premium on  
 title insurance policy if policy is desired by them.

A special warranty deed covering the above described property  
 has this day been executed by these sellers and placed in escrow and  
 is to be delivered to these purchasers upon their full performance  
 of this contract. Such deed to be subject to terms, provisions and  
 covenants herein agreed to be performed by them.

#### THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser here-  
 after 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:**

~~XXX~~

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 **special 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 seven 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. Purchasers agree to reimburse sellers for any legal fees or expense incurred arising out of an IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF CLARK

On this day personally appeared before me

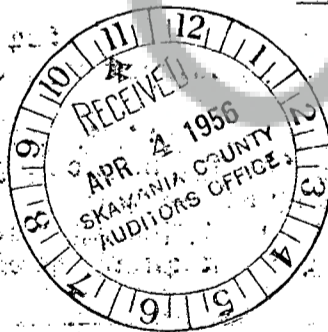
EDWARD LANE and INDAH M. LANE, husband and wife,  
to me known to be the individuals described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

30<sup>th</sup> day of march 1956.

Notary Public in and for the State of Washington,

residing at Vancouver.



**REAL ESTATE CONTRACT  
(INDIVIDUAL)**

Edward Lane, et al

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Edward B. Lane, et al

STATE OF WASHINGTON } ss.  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THIS WITHIN

INSTRUMENT OF WRITING. FILED BY-

Edward Lane

Route 2, Box 308  
Washington, Washington

AT 10-50A M. April 4 10.56

AS RECORDED IN BOOK 41

OF Deed AT PAGE 326

RECORDS OF SIKAMANIA COUNTY, WASH.

Alice L. Bero

COUNTY AUDITOR

Mr. Kelly

ERED K

D: DR. K

DIRECT: K

ED:

RECEIVED

SUGG, MASON & FOLEY

ATTORNEYS AT LAW

215 MEDICAL ARTS BUILDING  
VANCOUVER, WASHINGTON