

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 15th day of April, 1956

between Ila I. Burchfield, individually and as trustee under the Last Will and Testament of Nannie C. Chesser, deceased,

hereinafter called the "seller," and Theodore J. Laurent and Pauline M. Laurent 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 Easterly one-half of Lot Thirteen (13), Chesser Addition, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

RESERVING THEREFROM a 20 foot easement for roadway purposes; said easement to be automatically terminated if and when a roadway shall be built along the westerly line of Chesser Addition or if Lots 11 and 12 and the westerly one half of Lot 13 should be sold to one purchaser. Said easement to consist of 20 feet along the northerly line of Lot 13.

The terms and conditions of this contract are as follows: The purchase price is Seventy Two

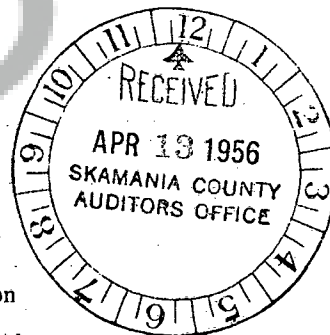
Hundred and no/100 ----- (\$ 7200.00) Dollars, of which

Fifteen Hundred and no/100 ----- (\$ 1500.00) Dollars

has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Beginning on or before May 15, 1956, monthly payments of not less than \$60.00 will 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.

It is understood and agreed that any improvements to property shall be paid in full by purchaser so no liens shall accrue against said property while this contract is in effect.



No. 1829

EDUCATION EXCISE TAX

APR 13 1956

Amount Paid \$7200.00
Maud J. Jeter

The purchaser is entitled to take possession of said premises on

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 hereafter 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.

Puget Sound

The seller has procured or agrees, within ten days from date hereof, to procure from ~~Waller~~ 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:

Stevenson, Washington.

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.

Ila I. Burchfield (SEAL)

Theodore J. Laurent (SEAL)

Pauline M. Laurent (SEAL)

STATE OF WASHINGTON,

County of **Skamania** } ss.

On this day personally appeared before me **Ila I. Burchfield**

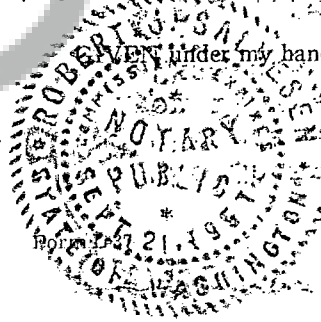
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that **she** signed the same as **her** free and voluntary act and deed, for the uses and purposes therein mentioned.

Under my hand and official seal this

12th day of **April**, 1956

Robert J. Salomon

Notary Public in and for the State of Washington,
residing at **Stevenson, Washington.**



50377

Real Estate Contract

FROM

Ila I. Burchfield

TO

**Theodore J. Laurent
et ux**

STATE OF WASHINGTON } ss.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

E. Chandra

OF *Stevenson, Wash.*

AT *12 noon April 13, 1956*

WAS RECORDED IN BOOK *41*

OF *Deeds* AT PAGE *360*

RECORDS OF SKAMANIA COUNTY, WASH.

Allen J. Berg

COUNTY AUDITOR

BY *D. Ashley*

DEPUTY

WASHINGTON TITLE INSURANCE COMPANY	INDEXED: DIR. <i>K</i>	INDIRECT: <i>K</i>	RECORDED:	COMPARED:	MAILED:
SEATTLE, WASHINGTON					