

50696

BOOK 42 PAGE 31

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of June, 1956 between
 Andrew M. Carroll and Verna Carroll,
 husband and wife hereinafter called the "seller" and
 Arthur B. Franklin and Lucille J. Franklin,
 husband and wife hereinafter called the "purchaser,"

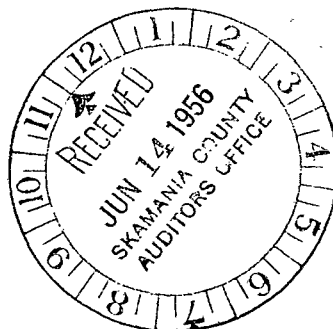
WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

That portion of the Southeast Quarter of the Southeast Quarter
 ($SE\frac{1}{4}$ $SE\frac{1}{4}$) of Section 26, Township 2 North, Range 6 E.W.M., de-
 scribed as follows:

Beginning at a point 859.4 feet north and 30 feet east of the
 southwest corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of the said Section 26;
 thence south 286.4 feet; thence east 50 feet; thence south 30
 feet; thence east 261.5 feet more or less to a point 543 feet
 north and 311.5 feet east of the southwest corner of the $SE\frac{1}{4}$ of
 the $SE\frac{1}{4}$ of the said Section 26; thence north $17^{\circ} 47'$ west 401.5
 feet to a point on the south line of Little Street north $70^{\circ} 46'$
 east 200 feet from the point of beginning; thence south $70^{\circ} 46'$
 west 200 feet to the point of beginning; EXCEPT that portion
 thereof conveyed to G. W. Willson and wife by deed dated Septem-
 ber 6, 1945, and recorded September 12, 1945, at page 480 of
 Book 30 of Deeds, Records of Skamania County, Washington;

Beginning at a point 543 feet north and 311.5 feet east of the
 southwest corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of the said Section 26;
 thence east 75 feet to the west boundary of the road formerly
 designated as State Highway No. 8; thence southerly along the
 west boundary of said road to intersection with the northerly
 right of way line of State Highway No. 8 as presently established;
 thence southwesterly following the northerly right of way line of
 said highway 200 feet more or less to a point south $07^{\circ} 30'$ east
 from the point of beginning; thence southwesterly along the north-
 erly right of way of said highway 100 feet; thence north $07^{\circ} 30'$
 west 400 feet more or less to intersection with the south line of
 the tract of land first above described; thence east to the point
 of beginning;

SUBJECT TO an easement granted to the Northwestern Electric Comp-
 any, a corporation, for an electric power transmission line; AND
 SUBJECT TO an easement granted to the United States of America
 for the Bonneville Power Administration's electric power trans-
 mission lines.



Free of incumbrances, except:



On the following terms and conditions: The purchase price is **Eight Thousand Seven Hundred Fifty and no/100** ----- (\$8750.00) dollars, of which **Eighteen Hundred One and 36/100** (\$ 1801.36) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Beginning on or before July 1, 1956, monthly payments of not less than \$100 will be made until the full purchase price has been paid plus interest at 6% per annum. Interest is to be computed monthly on unpaid balance and included in payments.

It is understood and agreed that the above shown down payment includes amount due on mortgage to National Bank of Commerce at Camas, Washington, dated June 9, 1953 and recorded at page 209 of Book 28 of Mortgages, Records of Skamania County, Washington, made by the grantors, which grantees by acceptance of this conveyance, agree to assume and pay in full according to the terms thereof.

1905
TRANSACTION EXCISE TAX

JUN 14 1956
Amount Paid \$ 87.50
Mahel J. Jeter
Skamania County Treasurer
Annette S. Hutcherson, Dep.

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 payments 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 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 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.

Andrew M. Carroll (Seal)
Herna Carroll (Seal)
Arthur B. Franklin (Seal)
Lucille J. Franklin (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 *7* day of *June*, 19*36*, personally appeared before me *Andrew M. Carroll, Herna Carroll, Arthur B. Franklin, and Lucille J. Franklin*, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that 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. Salmon
Notary Public in and for the state of Washington,
residing at *White Salmon*

50696



REAL ESTATE CONTRACT

FROM: Andrew M. Carroll
TO: et ux
Arthur B. Franklin
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 *11-30 P.M. June 14 1936*

WAS RECORDED IN BOOK *42*

OF *Deed* AT PAGE *31*

RECORDS OF SKAMANIA COUNTY, WASH.

Alvin H. Berg

COUNTY AUDITOR

BY *M. Kelly*

DEPUTY

REGISTERED	<i>K</i>
INDEXED: DIR.	<i>K</i>
INDEXED: K	<i>K</i>
RECORDED:	<i>K</i>
COMPARED	
MAILED	