

50902

TRANSACTION EXCISE TAX

July 23 1956  
Amount Paid \$52.00  
Mabel Jeter

## REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 10<sup>th</sup> day of July, 1956, by and between EINER J. WIITALA and LAURA WIITALA, husband and wife, hereinafter called the Sellers, and DONALD E. NOONAN and JUSTINE L. NOONAN, husband and wife, hereinafter called the Purchasers;

## WITNESSETH:

The sellers agree to sell to the purchasers, and the purchasers agree to purchase from the sellers the following described real estate with the appurtenances, situate in Skamania County, Washington:

Commencing at the most southerly point of Lot 12 of STEVENSON PARK ADDITION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence northerly following the westerly line of the said Lot 12 a distance of 474 feet, as measured along the said westerly line, to the initial point of the tract hereby described; thence north 76° 40' east to intersection with a certain creek and the northeasterly line of the said Lot 12; thence following the northeasterly line of the said Lot 12 in a northwesterly direction to the northeast corner of the said Lot 12; thence west along the north line of the said Lot 12, 340.9 feet to the northwest corner of the said Lot 12; thence in a southerly direction following the westerly line of the said Lot 12 to the initial point.

On the following terms and conditions: The purchase price is Five Thousand Two Hundred and No/100 (\$5,200.00) Dollars, of which Five Hundred and No/100 (\$500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the purchasers agree to pay the balance of the said purchase price in the sum of Four Thousand Seven Hundred and No/100 (\$4,700.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars or more commencing August 10th, 1956, and on the 10th day of each month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The purchasers reserve the right at any time while they are not in default hereunder to pay the unpaid balance of principal together with interest then due.

The purchasers agree: (1) to pay all taxes and assessments which may hereafter be levied against the said real property; (2) to keep the building now and hereafter placed upon the said real property unceasingly insured against loss or damage by fire

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to the full and insurable value thereof; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purposes; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part of the said real property for a public use; and that no such damage or taking, if the same shall occur, shall constitute a failure of consideration; and (6) that full inspection of the said real property has been made, and that the purchasers do not rely on any representation made by the sellers except those herein stated.

The sellers agree: (1) upon receiving the said purchase price in full together with interest, to make, execute and deliver to the purchasers a warranty deed with federal and state documentary stamps affixed thereto conveying the above described real property subject only to the acts and omissions of the purchasers under this contract, *within 30 days of the execution of this contract* and to deliver a policy of title insurance in the sum of \$5,200.00 insuring the purchasers under this contract subject only to the usual printed exceptions and the acts and omissions of the purchasers under contract; (2) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchasers under Chapter 11 and 19, 1951 Laws, Ex. Sessions; and (3) that the purchasers shall have possession of the said real property immediately.

This contract shall not be assigned by the purchasers without the written consent of the sellers.

AND IT IS FURTHER AGREED time is of the essence hereof, and in the event the purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers rights hereunder terminated, and upon their doing so, all payments made by the purchasers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property; and if the sellers within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers rights hereunder, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee; and that upon default, forfeiture may be declared by notice

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sent by registered mail to the address of the purchasers, or their assigns, last known to the sellers.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

*Donald E. Noonan*  
Donald E. Noonan  
*Justine L. Noonan*  
Justine L. Noonan  
Purchasers  
Einer J. Wiitala  
Laura Wiitala  
Sellers  
STATE OF WASHINGTON ss.  
County of Skamania

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 20<sup>th</sup> day of July, 1956, personally appeared before me Einer J. Wiitala and Laura Wiitala to me known to be the individuals 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. Salzman*  
Notary Public in and for the State of Washington, residing at Stevens on therein.

