

THIS CONTRACT, made this 7th day of August, 1953, by and between Julius L. Logghe and Leota E. Logghe, husband and wife, hereinafter called the seller, and Ralph H. Carr and Irene E. Carr, husband and wife, hereinafter called the purchaser,

## WITNESSETH:

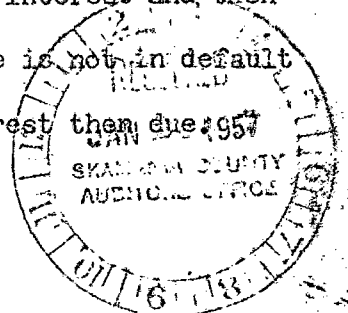
The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Commencing at a point in the center of Kanaka Creek marked by a one inch iron pipe driven in the ground 150 feet south of the north line of Lot 1 of Stevenson Park Addition according to the official plat thereof, thence southeasterly down Kanaka Creek 300 feet more or less to the center of a cross chiseled in a very large rock near the side of Kanaka Creek, the initial point of the tract hereby described; thence in a northeasterly direction to a point 300 feet south of the north line of the said Lot 1 and 185 feet west of the west line of Strawberry Road as shown on the said plat; thence north 82 feet; thence south 85° west to intersection with the center of Kanaka Creek; thence southeasterly along the center of Kanaka Creek to the initial point.

ALSO an easement 15 feet in width for a right of way for access to the above described property over the existing road connecting with Strawberry Road;

RESERVING to the seller, however, easements for rights of way 10 feet in width along the southerly and easterly boundaries of the above described real property for access to other property acquired by the sellers by deed dated September 5, 1952, and recorded at page 419 of Book 35 of Deeds, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is Nine Thousand Six Hundred Fifty and No/100 (\$9,650.00) Dollars, of which Five Hundred and No/100 (\$500.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of the said purchase price in the sum of Nine Thousand One Hundred Fifty and No/100 (\$9,150.00) Dollars in monthly installments of Sixty Seven and 50/100 (\$67.50) Dollars or more commencing on the 15th day of September, 1953, and on the 15th day of each and every 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 purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.



The purchaser agrees: (1) to pay all taxes and assessments which may hereafter be levied against the said real property; (2) to keep the buildings now and hereafter placed upon the said real property undeasingly insured against loss or damage by fire in the sum of \$8,850.00; (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; (6) that a full inspection of the said real property has been made, and that the purchaser does not rely on any representation made by the seller except those here stated; and (7) to reimburse the seller of the pro-rated value of prepaid fire insurance policy covering the above described real property.

The seller agrees: (1) to pay general taxes for 1953 levied on the above described real property; (2) upon receiving the said purchase price in full together with interest, to make, execute and deliver to the purchaser 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 purchaser under this contract; (3) within 90 days of the date of this contract to deliver a policy of title insurance in the sum of \$9,650.00 insuring the purchaser subject only to the usual printed exceptions, the acts and omissions of the purchaser under this contract, and any liens or judgments suffered by the purchaser; (4) to assume and pay any excise tax which may be levied on the sale of the real property to the purchaser under Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (5) that the purchaser shall have possession immediately.

AND IT IS FURTHER AGREED that 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; and 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.

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

Julius L. Logghe SEAL  
Leota E. Logghe SEAL  
Ralph H. Case SEAL  
Lane E. Case SEAL

STATE OF WASHINGTON

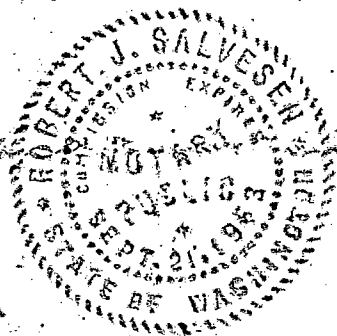
ss:

County of Skamania

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 8<sup>th</sup> day of August, 1953, personally appeared before me Julius L. Logghe and Leota E. Logghe, husband and wife, 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 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. Salvesen  
 Notary Public in and for the State of Washington residing at Stevenson therein



NO. 940  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID SEP 9 1953  
 AMOUNT \$96.50  
 COUNTY TREASURER  
 BY mae g. heter