

REAL ESTATE CONTRACT

THIS CONTRACT made this 27th day of April, 1954, by and between JULIUS L. LOGGHE and LECTA E. LOGGHE, husband and wife, hereinafter called the Seller, and RALPH E. CARR and IRENE E. CARR, husband and wife, hereinafter called the Purchaser;

WITNESSETH:

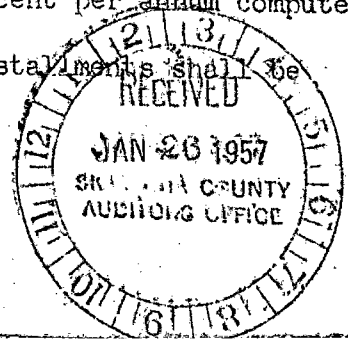
The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land 50 feet in width situated in Lot 1 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, more particularly described as follows:

Beginning at a point in the center of Kanaka Creek 150 feet south of the north line of said Lot 1, thence southeasterly following the center of Kanaka Creek 300 feet more or less to the center of a cross chisled in a very large rock near the side of Kanaka Creek, the initial point of the tract hereby described; thence northeasterly 200 feet more or less to a point 300 feet south of the north line of said Lot 1 and 205 feet west of the west line of Strawberry Road as located October 7, 1919, said point being the northwest corner of that tract of land conveyed by George Pratt to A. A. Disbrow by deed dated October 7, 1919, recorded at page 270 of Book R of Deeds; thence southwesterly along the west line of the said Disbrow tract to a point 350 feet south of the north line of said Lot 1 and west 185 feet from the west line of said Strawberry Road; thence in a straight line parallel to the first course of this description to the center of Kanaka Creek; thence northerly 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.

On the following terms and conditions: The purchase price is One Thousand Six Hundred and No/100 (\$1,600.00) Dollars, of which Twenty Five and No/100 (\$25.00) Dollars have 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 One Thousand Five Hundred Seventy-Five (\$1,575.00) Dollars in monthly installments of \$45.00 on May 25, 1954, and on June 25, 1954, and thereafter in monthly installments of \$20.00 or more commencing on the 25th day of July, 1954, and on the 25th 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 percent 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 unceasingly insured against loss or damage by fire in the sum of \$ 1,600.00 xx; (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 for the pro-rated value of prepaid fire insurance policy covering the above described real property.

The Seller agrees: (1) to pay general taxes for 1954 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) upon receiving the said purchase price in full together with interest, to deliver a policy of title insurance in the sum of \$1,600.00 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.

NO. 1130
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID APR 28 1934
AMOUNT \$16.00
COUNTY TREASURER
BY Paul J. Guter
Paul J. Guter

Julius L. Logghe (SEAL)
Leta E. Logghe (SEAL)
Ralph H. Carr (SEAL)
Irene E. Carr (SEAL)

STATE OF WASHINGTON }
County of Skamania } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 27th day of April, 1934, personally appeared before me Julius L. Logghe and Leta 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. Salvo
Notary Public in and for the State of
Washington residing at Stevenson therein.

