

REAL ESTATE CONTRACT

BOOK

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1712

THIS CONTRACT, made this 24th day of January, 1957 between
 Ralph H. Carr and Isabell Carr,
 husband and wife hereinafter called the "seller" and
 Arthur F. Mesford and Eunice B. Mesford,
 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 feet 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.

On the following terms and conditions: The purchase price is Ten Thousand Seven Hundred
 Seventy Two and 02/100 ----- \$ 10,772.02) dollars, of which
 Eleven Hundred and no/100 ----- (\$ 1,100.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

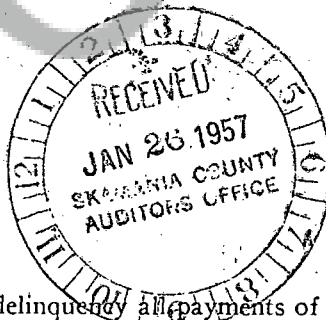
On or before June 1, 1957, a payment of \$1550.00 will be made in
 cash.

Buyer will assume and pay according to the terms thereof, a real
 estate contract between Julius L. Logghe and Leota E. Logghe as
 sellers and Ralph H. Carr and Irene E. Carr as purchasers, dated
 August 7, 1954, the balance of which is represented by the seller
 to be \$8122.02 as of this date.

Above cash payment of \$1550 will be made through Charlotte E. Chanda,
 Realtor and she is authorized to pay from those funds, bills
 necessary to clear title on above property (including back taxes
 and interest to February 1, 1957), and selling costs.

No. 2070

TRANSACTION EXCISE TAX



JAN 26 1957
 Amount Paid \$107.22
 Mabel J. Gietel
 Skamania County Treasurer
 By _____

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 pay-
 ments 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 Warranty 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, when the \$1550 payment is made by June 1, 1957

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 February 1, 1957 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.

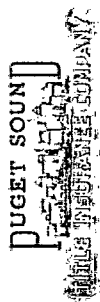
Ralph H. Carr (Seal)
Isabell Carr (Seal)
Arthur F. Mesford (Seal)
Emilee B. Mesford (Seal)

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 24th day of January 1957, personally appeared before me Ralph H. Carr and Isabell Carr, husband and wife to me known to be the individual s 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. Salomon
 Notary Public in and for the state of Washington,
 residing at STEVENSON



REAL ESTATE CONTRACT

FROM

Ralph H. Carr
 et ux

TO

Arthur F. Mesford
 et ux

STATE OF
 COUNTY

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF JANUARY, 1957.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF JANUARY, 1957.

C. E. Chandler

OF City

AT 3:45 P.M. Jan. 25 1957

IT IS RECORDED IN BOOK 43

AT PAGE 155

RECORDS OF SKAMANIA COUNTY, WASH.

Allice B. Berg

COUNTY AUDITOR

P. G. Gertzel

DEPUTY

REGISTERED	INDEXED	DIR.	INDIRECT	RECORDED	COMPARED	FILED
<u>by</u>	<u>by</u>	<u>by</u>	<u>by</u>	<u>by</u>	<u>by</u>	<u>by</u>

MAIL TO