

IT IS HEREBY AGREED by and between Lucas E. and Viola A. Gensman, husband and wife, of Skamania County, State of Washington

the vendor S and Charles F. and Blanche L. Duffy, husband and wife, Portland County of Multnomah, State of Washington, the vendee S, that the vendor S will sell and the vendee S will buy the following described real estate, situate in the County of Skamania and State of Washington, to-wit:

Commencing at a point 50 feet due south and 150 feet south 89°20' east of the northwest corner of Section 5 Township 1 north, Range 5 E.W.M. thence south 89°20' east for a distance of 66 feet; thence south 22° east approximately 295 feet to the center of the Washougal River at low water; thence following the center line of the Washougal River in a southwesterly direction approximately 160 feet to a point due south of the point of beginning; thence due north approximately 402 feet to the point of beginning, containing very nearly one acre.

upon the following terms and conditions: The purchase price of said property is One thousand (1,000) Dollars, of which one hundred fifty (150.00) Dollars has been paid in cash, receipt whereof is hereby acknowledged, and the balance being Eight hundred fifty (850.00) Dollars is to be paid in monthly instalments of ten (10.00) Dollars each beginning on the 12th day of June, 19 52 with a like payment

payable each and every month thereafter until said balance has been paid, with interest on the unpaid instalments from date at the rate of 6% per cent. per annum, payable annually. All of said payments to be made at Rt. 2, Box 286, Washougal Washington, or at such other place as may be mutually agreed upon.

The vendee S shall pay all taxes and assessments falling due on the property after this date, shall keep it free from liens for labor and materials, unless with the written consent of the vendor S; and shall insure against fire and other insurable hazards and losses all improvements on said land, in one or more insurance companies which insure against such fire and/or other hazards and losses respectively, and which are acceptable to the vendor. The loss on any such insurance shall be payable to the vendor S or his or their assigns, as their interest may appear, and shall be in a sum equal to the unpaid purchase price.

When the vendee S has fulfilled all the conditions of this contract a good and sufficient Warranty Deed shall be executed on the part of the vendor S, and a complete abstract of title to said property, or at the option of the vendor S a contract of title insurance by a responsible title insurance company in favor of the vendee S shall be procured at the expense of the vendors S and delivered to the vendee S.

Time is of the essence of this contract; and in case of the failure of the vendee S to make the payments at the time specified, all payments made hereunder shall be forfeited to the vendor S, as and for liquidated damages and this agreement shall be null and void at the option of the vendor S, and they shall have the right to re-enter and take possession of said land and premises, and every part thereof, without suit.

This contract shall enure to and be binding on the heirs, personal representatives and assigns, either voluntary or by operation of law, of the respective parties.

EXECUTED in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF WASHINGTON, Oregon  
County of Multnomah

SS.

Charles F. Duffy  
Blanche L. Duffy  
Lucas E. Gensman  
Viola A. Gensman

This is to certify that on this 9th day of Feb, 1953 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Lucas E. Gensman and Viola A. Gensman and Charles F. Duffy and Blanche L. Duffy to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington residing at Oregon, Washington.

[illegible]

## ASSIGNMENT OF CONTRACT

In consideration of \_\_\_\_\_ Dollars, \_\_\_\_\_ hereby sell, assign  
transfer and set over unto \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_ all \_\_\_\_\_ right, title and interest in and to the within contract  
and the real estate herein described.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_.

Consent to the above assignment is hereby granted. \_\_\_\_\_ (SEAL)

----- (SEAL)

No. 1

REAL ESTATE  
INSTALMENT CONTRACT

FROM

Lucas B. Lenneman et ux.

01

Charles J. Duffly et al.

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY:

Charles F. Duffey

OF B2, Box 274A, Wabamungo, Wyo.

Art. 20. P. M. April 19 1957

WAS RECORDED IN BOOK 73

OF Deeds AT PAGE 298

RECORDS OF SKAMANIA COUNTY, WASH.

July 20, 1900

*W. J. Hall*  
COUNTY AUDITOR

BY Alakes REGISTERED

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INDEXED: DIR.

INDIRECT:	
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RECORDED:

COMPARED	
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MAILED