

92901

8004 44-183

No.

TRANSACTION EXCISE TAX

NOV 5 1957

Amount Paid \$130.00

Mahesh Deter
Skamania County Treasurer

By

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 31st day of October, 1957, by and between HARRY J. CARD and MARGARET J. CARD, husband and wife, hereinafter called the Seller, and JOHN E. HALVER and JANE L. HALVER, 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 the County of Skamania, State of Washington:

That portion of the East Half of the Northeast Quarter of the Southwest Quarter ($E\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4}$) of Section 21, Township 3 North, Range 10 E.W.M. lying southerly of the county road known and designated as the Underwood-Willard Highway;

EXCEPT the following described tract: Beginning at a point on the east line of the $E\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4}$ of the said Section 21 which is 20 feet south and 15 feet west of the intersection of the county road known and designated as the Kramer Road and the said Underwood-Willard Highway; thence following the southerly line of said Underwood-Willard Highway south $50^{\circ} 53'$ west 355.3 feet; thence south $30^{\circ} 12'$ east 556.3 feet to intersection with the east line of the $E\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4}$ of said Section 21; thence north 701.2 feet to the point of beginning; said tract containing 2.16 acres, more or less;

AND EXCEPT all that portion thereof lying westerly of a line extending due south from a certain stone fence pillar located along the southerly boundary of said highway;

TOGETHER WITH a certain under-ground rectangular concrete water reservoir located in the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of the said Section 21 and an easement for a water pipeline as now constructed leading therefrom to the dwelling house constructed upon the above described real property;

AND TOGETHER WITH a triangular tract of land now in use as a driveway lying in the northwesterly corner of the tract first excepted above.

On the following terms and conditions: The purchase price is Thirteen Thousand and No/100 (\$13,000.00) Dollars, of which Two Thousand and No/100 (\$2,000.00) 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 Eleven Thousand and No/100 (\$11,000.00) Dollars in monthly installments of Eighty-Five and No/100 (\$85.00) Dollars or more commencing on the 30th day of November, 1957, and on the last 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 five per cent (5%) per annum computed on the monthly bal-

ances 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 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 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 Purchaser does not rely on any representation made by the Seller except those herein stated.

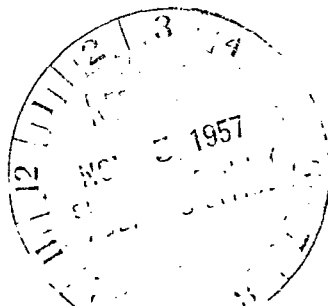
THE SELLER AGREES: (1) upon receiving the said purchase price in full, together with interest, to make, execute and deliver to the Purchaser a warranty deed with federal and state documentary stamps affixed thereto conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract; (2) within ninety days from the execution of this contract to deliver a policy of title insurance in the sum of \$13,000.00 insuring the Purchaser subject only to the usual printed exceptions, the acts and omissions of the Purchaser under this contract, and a mortgage made by the Seller to the Federal Land Bank of Spokane (unless said mortgage be partially released as to the real property described in this contract); (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the Purchaser under Chapter 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the Purchaser shall have possession of the said real property immediately.

IT IS AGREED that the Seller at his own expense will cause a survey to be made

showing the location of the stone fence pillar mentioned above in the description of the real property sold; that within sixty days from the date of the execution of this contract the Seller shall deposit in escrow at the Bank of Stevenson in Stevenson, Washington, a statutory warranty deed to the above described real property with appropriate escrow instructions; that the costs of said escrow shall be divided equally between the Seller and the Purchaser; collection charges, however, to be paid in the usual manner by the Seller; that general taxes for 1957 shall be prorated between the Seller and Purchaser as of the date of the execution of this contract; and that this contract shall not be assigned by the Purchaser without the expressed written consent of the Seller.

AND IT IS FURTHER AGREED 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.



Harry J. Card (SEAL)

Margaret J. Card (SEAL)
Sellers

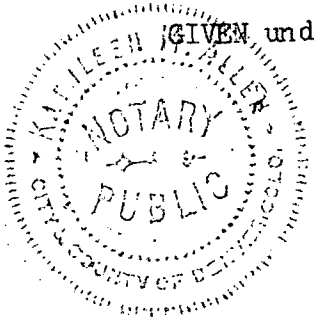
John E. Halver (SEAL)

Jane L. Halver (SEAL)
Purchasers

STATE OF COLORADO,)
County of) ss.

I, the undersigned, a notary public in and for the State of Colorado, hereby certify that on this 17th day of October, 1957, personally appeared before me HARRY J. CARD and MARGARET J. CARD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of October, 1957.



Kathleen M. Allen
Notary Public in and for the State
of Colorado, residing at *Denver*,
Colorado.
My commission expires: *January 14, 1961*

Unofficial Copy