

WASHINGTON  
TITLE INSURANCE  
COMPANY

# REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 15th day of November, 1957

between Stevenson Development Company, a Corporation

hereinafter called the "seller," and Kathryn E. Brady, a single woman

hereinafter called the "purchaser,"

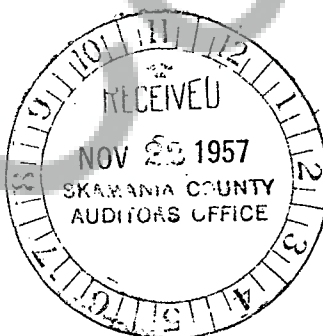
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate, with the appurtenances, situate in the County of Skamania State of Washington, to-wit:

Lots nine (9) and ten (10), in Block three (3), Second Addition to Hill Crest Acre Tracts, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Subject to restrictive covenants of record.

The terms and conditions of this contract are as follows: The purchase price is Eight Hundred and no/100 (\$ 800.00) Dollars, of which Four Hundred and no/100 (\$ 400.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Beginning on or before December 10, 1957, monthly payments of not less than \$30.00 will be made until the full purchase price plus interest at six per cent per annum has been paid. Interest is to be computed monthly on unpaid balance and included in payments.



No. 2307  
TRANSACTION EXCISE TAX

NOV 22 1957

Amount Paid \$800.00

Maluel J. Jett  
Skamania County Treasurer

By Beverly J. Melling, Sec.

The purchaser is entitled to take possession of said premises on November 15, 1957

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

Puget Sound

The seller has procured or agrees, within ten days from date hereof, to procure from ~~Washington~~ Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **Warranty** deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

**Stevenson, Washington.**

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

**Stevenson Development Company**

*Charlotte E. Chanda* (SEAL)

*R. R. Webster* (SEAL)

*Kathryn E. Brady* (SEAL)

FORM 253



(Acknowledgment—Corporation)

STATE OF WASHINGTON, }  
COUNTY OF **Skamania** } ss.

On this **21<sup>st</sup>** day of **November, 1957** before me personally appeared  
**Charlotte E. Chanda** and **R. R. Webster**  
to me known to be the **President** and **Secretary**  
respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **they are** authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

*Robert J. Salmon*

Notary Public in and for the State of Washington,  
residing at **Stevenson**

Real Estate

Stevens

Kath

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

INSTRUMENT OF

*C. E. Chanda*

*OF Stevenson*

AT 11:00 A.M.

WAS RECORDED

OF DEEDS

RECORDS

*Evelyn*

*H. C.*

2477