

WASHINGTON  
TITLE INSURANCE  
COMPANY

# REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of March, 1958,  
between R. P. DELL and ALBERTA H. DELL, husband and wife,

hereinafter called the "seller," and FRANK D. HATCH and MINA, HATCH, husband and  
wife, of Route 2, Box 471, Washougal, Washington,

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:

Lot 46, Washougal Riverside Tracts, according to the duly recorded plat  
thereof now on file.

EXCEPT the Northwestern 136.5 feet of said Lot 46, Washougal River-  
side Tracts, being that portion of said Lot 46 lying adjacent to the Skye  
Road and having a frontage of 200 feet on said Skye Road with a depth of  
136.5 feet, all of the same lying and being situated in the County of  
Skamania, State of Washington.



The terms and conditions of this contract are as follows: The purchase price is Three Hundred  
and no/100 ----- (\$ 300.00 ) Dollars, of which  
One Hundred and no/100 ----- (\$ 100.00 ) Dollars  
has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as  
follows:

Purchasers shall pay the sum of \$25.00 or more on or about April 1, 1958,  
and the sum of \$25.00 or more on or before the 1st day of each month thereafter until  
the full balance of the purchase price and interest, as hereinafter provided, has been  
paid in full.

It is agreed that the unpaid purchase price shall bear interest  
from the date hereof at the rate of six (6%) per cent per annum, computed on the  
balances remaining unpaid from time to time, and that accrued interest is included in  
the monthly installment paid by purchasers. All payments to Sellers hereunder shall  
be paid to them at 121 N. E. Weir Street, Camas, Washington, or at such other places  
as Sellers shall direct in writing.

The purchaser is entitled to take possession of said premises on March, 1958.

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 here-  
after 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.

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:

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 any suit or action to enforce any covenant of this contract or to collect any installment payment, or any charge arising therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

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

No. 2386

**TRANSACTION EXCISE TAX**

MAR 18 1958

Amount Paid \$3.00

By *Michael J. Guter*

Skamania County Treasurer

By *Michael M. Daniel*  
Deputy

*Raymond P. Dell* (SEAL)  
*Alberta H. Dell* (SEAL)  
*Frank Dale Hatch* (SEAL)  
*Mina E. Hatch* (SEAL)

STATE OF WASHINGTON,

SS.

County of CLARK

On this day personally appeared before me R. P. Dell and Alberta H. Dell, husband and wife, and Frank D. Hatch and Mina Hatch, 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

8<sup>th</sup>

day of March, 1958.

*Hugh Attnapp*  
Notary Public in and for the State of Washington,  
residing at Camas.

FORM L 37

**Real Estate Contract**

FROM

RAYMOND P. DELL ET UX.

TO

FRANK DALE HATCH ET UX.

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY:

*R. P. Dell* FLETCHER DANIELS TITLE CO.

1005 Main Street, Vancouver, Wash.

AT 9:10 AM WASHINGTON 1958

WAS RECORDED IN JOURNAL

OF DEEDS COMBINED 419

RECORDS OF SKAMANIA COUNTY, WASH.

SEATTLE, WASHINGTON

*Michael M. Daniel* COUNTY AUDITOR

Mail to *H. Attnapp* DEPUTY

Send Tax Statement to

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