

53617

BOOK

44 PAGE 478

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of December, 1957 between
 Arthur B. Franklin and Lucille J. Franklin,
 husband and wife hereinafter called the "seller" and
 Clyde M. Coulter and Bessie F. Coulter
 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:

A tract of land in the Henry Shepard D.L.C. in Section 36, Township 3
 North, Range 7 $\frac{1}{2}$ E.W.M., described as follows:
 Beginning at the intersection of the east line of the Shepard D.L.C. with
 the meander line of the Columbia River, thence south 65° 30' west 8.95 sha
 chains, thence west 9.205 chains to the initial point of the tract hereby
 described; thence west 524.77 feet more or less to a point marked by an
 iron pipe at the intersection of the division line between the north and
 south halves of the Shepard D.L.C. with the southerly right of way line of
 the Spokane, Portland and Seattle Railway measured 50 feet at right angles
 from the center of the main track; thence westerly following the southerly
 right of way line of said railway, crossing a concrete
 culvert at Vallett Creek, to the northeast corner of a tract of land con-
 veyed to Anna B. Thompson by deed dated November 25, 1908, and recorded
 at page 262 of Book L. of Deeds, Records of Skamania County, Washington,
 said point being opposite station 1660+17.1 of survey of said railroad right
 of way; thence south 31° 19' east to intersection with the meander line of
 the Columbia River; thence easterly following the meander line of the
 Columbia River to a point south 17° 07' east from the initial point; thence
 north 17° 07' west to initial point. (Additional legal below)

On the following terms and conditions: The purchase price is Four Thousand and
 no/100 ----- (\$ 4000.00) dollars, of which
 Three Hundred and no/100 ----- (\$ 300.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Beginning on or before January 1, 1958, monthly payments of not
 less than \$40.00 will be made until the full purchase price plus
 interest at the rate of six per cent per annum has been paid. Interest
 is to be computed monthly on unpaid balance and included in payments.

It is understood that a mortgage exists to the Bank of Stevenson and
 all payments made to the seller shall be applied on same so said
 mortgage will be paid in full when this contract is paid in full.

(Additional legal description to above)

TOGETHER WITH all appurtenances including access and crossing
 rights over the Spokane, Portland and Seattle Railway Company's
 right-of-way;

AND SUBJECT TO flowage easement granted to the United States of
 America by deed dated December 30, 1935, and recorded at page
 455 of Book Y of Deeds.

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.

BOOK

44 PAGE 478

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.

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 **December 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.

No.

2418

TRANSACTION EXCISE TAX

APR 22 1958

Amount Paid

540.00

Mad. J. Jeter

Skamania County Treasurer

By STATE OF WASHINGTON,

County of Skamania ss.

Arthur B. Franklin (Seal)

Lucille J. Franklin (Seal)

Clyde M. Coulter (Seal)

Bessie F. Coulter (Seal)

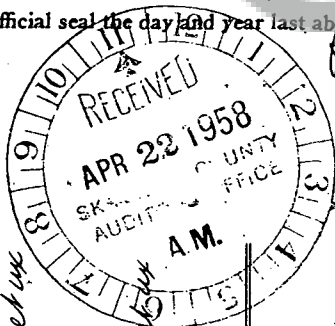
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22nd day of December, 1957, personally appeared before me Arthur B. Franklin and Lucille J. Franklin, husband and wife to me known to be the individual B described in and who executed the foregoing instrument, 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

Rahul Salver

Notary Public in and for the state of Washington,

residing at STEVENSON, WASHINGTON



PUGET SOUND
TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM

Arthur B. Franklin et al

TO

Clyde M. Coulter et al

STATE OF WASHINGTON } SS
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THIS WITHIN

INSTRUMENT OF WRITING, FILED BY

C. L. Chandler

OF *Stevenson, Wn.*

AT *11:00 A.M.* April 22 1958

WAS RECORDED IN BOOK *44*

OF *Records* AT PAGE *478*

RECORDS OF SKAMANIA COUNTY, WASH.

Evelyn O. Neal

COUNTY AUDITOR

BY *H. Ashley* DEPUTY

REGISTERED	INDEXED	INDIRECT	RECORDED	COMPARED	MAILED
☒	☒	☒	☒	☒	☒

MAIL TO

53617