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REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 28th day of May, 1958, by and between LAURA WIITALA, dealing with her separate property, and EINER J. WIITALA, her husband, hereinafter called the Seller, and LESTER W. McKEEL and JANIS D. McKEEL, 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 Skamania County, Washington:

Lots 10 and 11 and the easterly 10 feet of Lot 9, of Block Seven of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

Including Fairbanks Morse pump, sprinkling system, carpeting, venetian blinds, ~~TV aerial~~ and all fixtures attached to and appurtenant to the above described real property;

SUBJECT TO easement for highway slopes granted to the State of Washington by deed dated April 18, 1949, and recorded June 1, 1949, at page 413 of Book 32 of Deeds, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is Seventeen Thousand and No/100 (\$17,000.00) Dollars, of which Three Thousand and No/100 (\$3,000.00) Dollars have 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 Fourteen Thousand and No/100 (\$14,000.00) Dollars in monthly installments of One Hundred and No/100 (\$100.00) Dollars or more commencing July 15, 1958, and on the 15th 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 six per cent (6%) per annum computed on the monthly balances 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 while 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 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 to the easement above specified and the acts and omissions of the Purchaser under this contract; (2) on July 1, 1961, or at any time prior thereto at the option of the Seller, and in any event on payment in full of the purchase price and performance of this contract by the Purchaser, to deliver a policy of title insurance to the Purchaser in the sum of \$17,000.00 insuring the Purchaser subject only to the easement above described, the acts and omissions of the Purchaser under this contract, and the usual printed exceptions contained in said policy; (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 of 19, 1951 Laws, Ex. Sessions; and 4) that the Purchaser shall have possession of the said real property immediately.

This contract may be assigned by the Purchaser at any time with the written consent of the Seller; and the Purchaser shall have the privilege of assigning this contract without the written consent of the Seller but in the event of such assignment the monthly payments above specified shall be increased to the sum of One Hundred Twenty-five and No/100 (\$125.00) Dollars. General taxes for 1958 and pre-paid fire insurance premiums shall be prorated between the Seller and the Purchaser as of the date of the execution and delivery of this contract.

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 de-

clare 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.

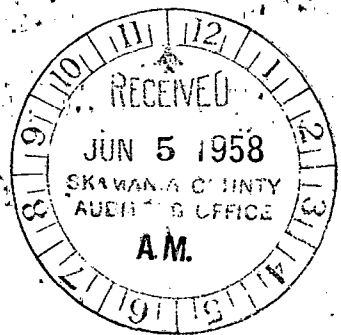
No. 2463
TRANSACTION EXCISE TAX
JUN 5 1958
Amount Paid \$170.⁰⁰
Michael J. John
Skamania County Treasurer
By Paul M. [Signature]
Deputy

Laura Wiitala (SEAL)
Einer J. Wiitala (SEAL)
Sellers
Lester H. McKeel (SEAL)
James D. McKeel (SEAL)
Purchasers

STATE OF WASHINGTON,)
) ss.
County of Skamania.)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 28th day of May, 1958, personally appeared before me Einer J. Wiitala and Laura Wiitala, husband and wife, to me known to be the individuals 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.



Rahut J. Salonen
Notary Public in and for the State of Washington, residing at Stevenson therein..