

16 163

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between L. E. GENSMAN and VIOLA A. GENSMAN, husband and wife, hereinafter referred to as "Seller", and ELMER F. McDANIELS and ANNA E. McDANIELS, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises", or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

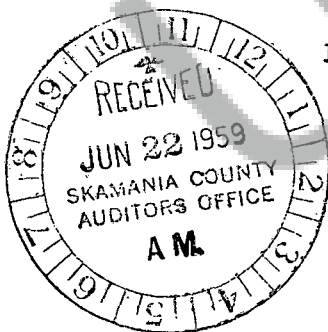
That portion of Section Five (5), Township One (1) North, Range 5 East of the Willamette Meridian described as follows:

Beginning at a point on the North line of said Section 5, 488 feet East of the Northwest corner of said Section; thence West along the North line of said Section 30 feet; thence South 61°00' East to a point which bears South 20°22' East from the point of beginning; thence South 20°22' East to the center line of the Washougal River at low water; thence Northeasterly and up stream along the said center line of said river at low water to its intersection with the North line of said Section 5; thence West along the North line of said Section to the point of beginning.

AND ALSO

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Fifty-five (55) of WASHOUGAL RIVERSIDE TRACTS in Sections Thirty-one (31) and Thirty-two (32), Township Two (2) North, Range 5 East of the Willamette Meridian, according to the duly recorded plat thereof, except that portion of said Lots One (1), Two (2), Three (3), Four (4) and Five (5), described as follows:

Beginning at a point on the South line of said Section 32, 350 feet East of the Southwest corner of said Section; thence North at a right angle to said Section line 50 feet; thence West parallel to the South line of said Section 200 feet; thence North 75 feet; thence West parallel to the South line of said Sections 31 and 32 to a point on the West line of Lot 1 of the aforesaid Washougal Riverside Tracts; thence South along the West line of said Lot 1, 125 feet to the South line of said Section 31; thence East along the South line of said Sections 31 and 32 to the point of beginning of the tract excepted from this conveyance.



2776

No. 2776
TRANSACTION EXCISE TAX

JUN 22 1959

Amount Paid \$57.00

Malcolm J. Carter
Skamania County Treasurer
By Beverly J. Walling

Jefferson D. Miller
ATTORNEY-AT-LAW
CAMAS, WASHINGTON

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$5,700.00), of which Purchaser has paid to Seller the sum of ONE HUNDRED DOLLARS (\$100.00) upon the execution of this contract, the receipt whereof is hereby acknowledged. The unpaid balance of the purchase price in the amount of \$5,600.00 shall be due and payable in monthly principal installments of FIFTY DOLLARS (\$50.00), or more at Purchaser's option. The unpaid balances of the purchase price shall bear interest from month to month computed from the date of this contract at six percent (6%) per annum, and such interest shall likewise be payable in monthly installments. The aforesaid installments of principal and interest shall commence on July 10, 1959, and shall continue on the same day of each month thereafter until the entire balance of the purchase price and interest is paid in full.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, encumber, contract to sell, or in any other manner alienate his interest in this contract or the property covered hereby, either in whole or in part, except with the written consent of the Seller, but the aforesaid restrictions shall cease when the principal balance of this contract has been reduced to not more than \$3,000.00.

3. TAXES: Seller warrants that the real property taxes assessed to the property are paid through the first half of the calendar year 1959, and Purchaser covenants to seasonably pay all such taxes and other governmental or municipal assessments hereafter levied on the property prior to the due date of the same.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the premises upon the execution and delivery of this contract, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste thereon and to maintain the same in a clean and sanitary condition and in a good state of repair. Purchaser shall be privileged to cut and remove the timber standing on the property, but not less than fifty percent (50%) of the gross sums received for the sale of said timber shall be paid over to Seller immediately following such removal of timber to apply on the unpaid balance of this contract. Such payments to Seller for removal of timber shall in no event be less than twenty-five dollars (\$25.00) per

1000 board feet, and such payments to Seller shall be in addition to the monthly installments hereinabove provided. Purchaser further covenants to seasonably pay all charges incurred in connection with his occupancy and use of said premises for repairs, improvements, utilities, and otherwise, to the end that the same shall not attach as liens on the premises. In event Purchaser shall fail or neglect to make any such payments for taxes, repairs, utilities, improvements, or other charge which in the sole descretion of Seller may attach as liens to said premises, then Seller may, at his election, make any such payments, and the amounts so paid shall be repayable by Purchaser on demand, or Seller may, at his option, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a Warranty Deed conveying the property as hereinbefore described to Purchaser, free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract. Seller further agrees that when requested by Purchaser after the sum of not less than \$2,000.00 has been paid upon the principal of the purchase price, to furnish to purchaser a Purchaser's Policy of Title Insurance insuring the title to the premises as above bargained to be conveyed, and which policy shall constitute Seller's sole duty to furnish title insurance or abstract of title.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided or in the event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of 15 days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or classified United States mail, addressed to Route 2, Box 277, Washougal, Washington, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 10th day of June, 1959.

L E Gensman
L. E. Gensman

Elmer F. McDaniels
Elmer F. McDaniels

Viola A. Gensman
Viola A. Gensman

Anna E. McDaniels
Anna E. McDaniels

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON)
O ss
COUNTY OF CLARK)

On this day personally appeared before me L. E. GENSMAN, VIOLA A. GENSMAN, ELMER F. MCDANIELS and ANNA E. MCDANIELS, 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 10 day of June, 1959.

James H. Miller
Notary Public in and for the State
of Washington;
Residing at Camas, therein.