

**WASHINGTON
TITLE INSURANCE
COMPANY**

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this

day of **AUGUST, 1959.**

between **LORAN BURGESS and NANCY BURGESS, husband and wife**

hereinafter called the "seller," and

hereinafter called the "purchaser," **MELVIN EVANS and CHARLOTTE EVANS, husband and wife,
and EDWARD C HEWITSON and MARY JANE HEWITSON, husband and wife.**

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**

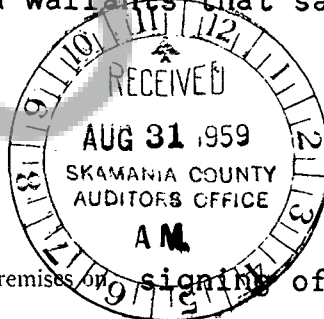
State of Washington, to-wit: That portion of the B. B. Bishop D.L.C. in Sections 16, 17; and 20, Township 2 North, Range 7 E.W.M., described as follows: Beginning at the intersection of the west line of the said Section 16 with the northerly line of the county road known as the Moffetts-Carpenter Road; thence following the northerly line of said road in a northerly and easterly direction to intersection with the westerly line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence following the westerly line of said 300 foot strip of land to intersection with the north line of said Bishop D.L.C.; thence west along the north line of said Bishop D.L.C. to the northwest corner thereof; thence south along the west line of said Bishop D.L.C. to the northerly line of the said Moffetts-Carpenter Road; thence easterly along the north line of said road to the point of beginning.

(See attachment for other description)

The terms and conditions of this contract are as follows: The purchase price is **THIRTY THOUSAND AND NO/100 - - - - - (\$ 30,000.00)** Dollars, of which

TWENTY THOUSAND AND NO/100- - - - - (\$20,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **\$10,000 balance payable at the rate of \$100.00 or more per month with interest at five (5%) per cent per annum on the unpaid balance. Said payment shall be made on the first day of October, 1959 and on or before the first day of each month thereafter with said monthly payment being applied first to the payment of interest and the balance to principal.**

Purchasers shall assume and pay the mortgage held of record by W. R. Shores being recorded March 13, 1957, Book 33 of Mortgages, page 15 under Auditor's file No. 51922, Records of Skamania County, Washington, in accordance with the schedule of payments provided by said mortgage. Seller represents and warrants that said unpaid balance does not exceed \$23,000.00



No. **2837**
TRANSACTION EXCISE TAX

Amount Paid **\$483.02**
M. J. Jett
Skamania County Treasurer
By *Beverly J. Holling, Sec.*

The purchaser is entitled to take possession of said premises on signing of this contract

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

Beginning at a point 650 feet due west of the round hub placed at an angle point in the northerly line of the Spokane Portland and Seattle Railway Company's right of way, north 9 degrees 5 minutes east 200 feet from station 2042-23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of section 21 in township 2 north range 7 east of the W.M., and running thence south 0 degrees 48 minutes west to the north line to a point that is 300 feet west of the last abovedescribed line; thence north 0 degrees 48 minutes west to the southerly line of the Evergreen Highway; thence easterly along the southerly line of said highway 100 feet; thence easterly along the northerly line of said S.P.S. Railway Co's right of way, to the point of beginning, said tract being designated as the west 100 feet of lot 19 in block 9 of the unrecorded plat of North Bonneville, Wash.

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. Subject to **W. R. Shores mortgage.**

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.

Loran E. Burgess (SEAL)
Nancy Burgess (SEAL)
Charlotta L. Evans
Mary Jane Hewitson
Walter W. Coover (SEAL)
Edward C. Hewitson (SEAL)

STATE OF WASHINGTON,
County of _____

On this day personally appeared before me _____
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of August
William Church
Notary Public in and for the State of Washington,
residing at Vancouver

FORM L 37

Real Estate Contract

FROM
Loran E. Burgess et al
TO
Mary Jane Hewitson et al
at *all*

GISTERED	5
INDEXED	DIR. S. FLEISCHER DANIELS TITLE CO.
INDIRECT	1105 Main Street - Vancouver, Wash.
CORDED	
MPARED	
FILED	
WASHINGTON TITLE INSURANCE COMPANY STATE OF WASHINGTON COUNTY OF SKAMANIA SEATTLE, WASHINGTON HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <i>William Church</i> OF <i>2221 E. 11th</i> - <i>Vancouver, Wash.</i> AT <i>11:15 A.M. Aug 31 1959</i> Send Tax Statement to <i>H6</i> WAS RECORDED IN BOOK <i>H6</i> OF <i>1000</i> AT PAGE <i>296</i> RECORDS OF SKAMANIA COUNTY, WASH. BY <i>William Church</i> DEPUTY	