

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 18th day of April, 1959, between

C. G. RAWLINGS and FRANCES C. RAWLINGS,  
husband and wife,

hereinafter called the "seller" and

PHILIP R. CHARTIER and FREDA T. CHARTIER,  
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 located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 35, Township 2 North, Range 6 E. W. M., more particularly described as follows:

Beginning at a point south 12° 45' east 283 feet from the southeasterly concrete bridge abutment post of the Primary State Highway No. 8 bridge across Woodard Creek, said point being south 534 feet and east 787.43 feet from the quarter corner on the north line of the said Section 35; thence south 01° 02' west 285.6 feet to the northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence south 72° 30' west along the northerly line of said right of way 136.63 feet; thence north 38° 44' west 255 feet to the southerly right of way line of Primary State Highway No. 8; thence northeasterly along said right of way line 200 feet, more or less, to a point north 77° 57' west from the point of beginning; thence south 77° 57' east 190 feet, more or less, to the point of beginning;

TOGETHER WITH easement for joint use with sellers, their assigns, and Herman S. Doetsch of the existing water pipeline leading to the dwelling house on said premises, costs of maintenance to be equally shared by sellers and purchasers; AND SUBJECT TO existing pipeline easements including that conveyed to Herman S. Doetsch.

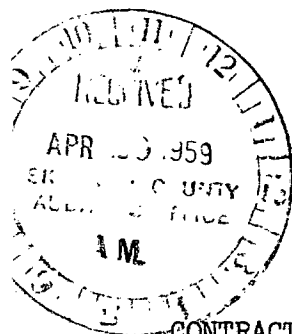
No. 27717  
TRANSACTION EXCISE TAX

APR 20 1959

Amount Paid 10.00

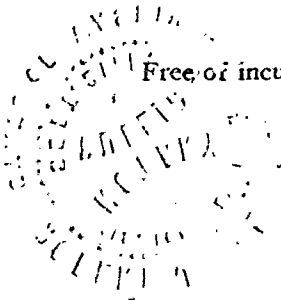
Mabel J. Jeter  
Skamania County TreasurerBy Mabel J. Jeter  
Deputy

C. G. Rawlings  
Frances C. Rawlings  
Philip R. Chartier  
Freda T. Chartier



CONTRACT - Dated April 18, 1959. F

Legal Description



Free of incumbrances ~~XXXXXX~~

On the following terms and conditions: The purchase price is ONE THOUSAND and No/100 - - - -  
 - - - - - (\$1,000.00 ) dollars, of which  
 FIFTY and No/100 - - - - - (\$ 50.00 ) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum  
 of Nine Hundred Fifty and No/100 (\$950.00) Dollars in monthly installments  
 of Thirty-Five and No/100 (\$35.00) Dollars, or more, commencing on the 15th  
 day of May, 1959, and on the 15th day of each and every month thereafter  
 until the full amount of the purchase price together with interest shall  
 have been paid. Said monthly installments shall include interest at the  
 rate of six (6%) per-cent per annum computed upon the monthly balances of  
 the unpaid purchase price. The purchasers reserve the right at any time  
 while they are not in default under the terms and conditions of this con-  
 tract to pay any part or all of the unpaid purchase price plus interest  
 then due.

It is further agreed that the purchasers will reimburse the sellers for  
 one-half of the costs of the survey made of the above described premises  
 and that the purchasers will pay for the cost of documentary stamps and  
 title insurance, if required, on performance of the contract.

This contract shall not be assigned by the purchasers without the express  
 written consent of the sellers.

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.

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.

*P. C. C. C.*  
The seller ~~has delivered, pursuant to the terms of the deed, 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 ~~xxx~~ immediately 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.

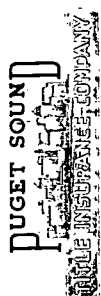
*C. G. Rawlings* (Seal)  
*Frances C. Rawlings* (Seal)  
*Philip R. Charter* (Seal)  
*Freda P. Charter* (Seal)

STATE OF WASHINGTON,  
County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of April, 1959, personally appeared before me C. G. Rawlings and Frances C. Rawlings, husband and wife, to me known to be the individual s 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.

*Kahuto J. Salonen*  
Notary Public in and for the state of Washington,  
residing at Stevenson therein.



REAL ESTATE CONTRACT

FROM

*C. G. Rawlings et ux*

TO

*Philip R. Charter et ux*

STATE OF WASHINGTON } ss  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

*R. J. Salonen*  
OF Stevenson

AT 10:45 AM Apr 20 1959

WAS RECORDED IN BOOK 46 OF Deeds AT PAGE 56

RECORDS OF SKAMANIA COUNTY, WASH.

BY *E. J. O'Neal* COUNTY AUDITOR  
DEPUTY

REGISTERED	5
INDEXED	5
FILED	5
RECORDED	5
COMPARED	
MAILED	