

## REAL ESTATE CONTRACT

This contract, made and entered into this 24<sup>th</sup> day of April, 1959, between RUDOLPH H. McCAFFERTY and EDITH McCAFFERTY, husband and wife, hereinafter called the sellers and R. W. O'NEAL and EVELYN O'NEAL, husband and wife, hereinafter called the purchasers.

## WITNESSETH:

The sellers agree to sell to the purchasers, and the purchasers agree to purchase from the sellers the following described real property together with all appurtenances situated in Skamania County, State of Washington:

Lots 17, 18, 19, 20, 21 and 22 of Block One of the ORIGINAL TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

SUBJECT TO flowage easement granted to the United States of America by deed dated September 4, 1936, and recorded April 17, 1937, at page 252 of Book Z of Deeds, Records of Skamania County, Washington.

No. 3739  
TRANSACTION EXCISE TAX

Amount Paid \$4,000.00  
MAY 8 1959  
Mabel J. Jeter  
Skamania County Treasurer  
By Beverly J. Milling  
clerk



The purchase price is Four Thousand and No/100 (\$4,000.00) Dollars, of which One Hundred Fifty and No/100 (\$150.00) Dollars has been paid. The purchasers agree to pay the balance of the purchase price in monthly installments without interest of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 15th day of May, 1959, and on the 15th day of each and every month thereafter until the sum of \$4,000.00 shall have been paid in full. The sellers have paid general property taxes assessed against the above described real property for the first half of 1959 and for all prior years, and the purchasers agree to pay general property taxes for the second half of 1959, and all subsequent years. It is agreed that the purchasers shall have possession of the premises immediately on the execution of this contract. On payment of the purchase price in full the sellers agree to convey the above described real property by warranty deed bearing federal and state documentary stamps in the proper amount and to deliver to the purchasers a policy of title insurance showing a fully merchantable title subject only to the easement mentioned above and any encumbrances suffered by the purchasers.

The sellers covenant to and with the purchasers that in any action to collect the balance due on this contract they will forego and waive any interest to which they might otherwise be entitled. It is further agreed that on default forfeiture

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may be declared by the sellers and notice thereof sent by registered mail to the purchasers at their last known address. Upon default the sellers may elect to declare the purchasers rights hereunder terminated and take possession of the premises in which event all payments made by the purchasers and all improvements placed upon the premises shall be forfeited as liquidated damages.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

R. H. McCafferty (SEAL)

Edith McCafferty (SEAL)

R. M. O'Neal (SEAL)

Ernest O'Neal (SEAL)

STATE OF WASHINGTON  
County of Skamania

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 24th day of April, 1959, personally appeared before me Rudolph H. McCafferty and Edith McCafferty, 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.

Raherty Salween  
Notary Public, in and for the State of Washington, residing at Stevenson therein.

