

80129

BOOK

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THIS AGREEMENT, made this 21 day of January, 1961  
 between DALE HATCH and MINA HATCH husband and wife  
 and GEORGE ADAM ROCKLIN a single man  
 hereinafter called the seller,  
 hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of SKAMANIA, State of Washington, and more particularly known and described as follows, to-wit: The Northwestern 136.5 feet of Lot Forty-Six (46), Washougal Riverside Tracts, being that portion of said Lot 46 lying adjacent to the Skye Road and having a frontage of 200 feet on said Skye road, with a depth of 136.5, all of the same lying and being situated in the County of Skamania, State of Washington.

for the sum of \$ 4000.00 (Four Thousand ) Dollars  
 on which the buyer has paid the sum of \$45.00

dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at \$45.00 per month  
 the remaining principal, with interest at the rate of  
6% per cent. per annum, at the times and in the manner following: The 1st day of each month starting with the month of March 1961 and on the first day of July 1961 the sum of Five Hundred Dollars to be paid as a down pay ment. Thereafter 45 dollars the first of each month.

No.

TRANSACTION EXCISE TAX

FEB 17 1961

Amount Paid \$45.00

Michael C. Danville

Skamania County Treasurer

By George Adam Rocklin consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$ 4000.00 payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

Abstract or title insurance and fire insurance policies to remain in possession of the seller until final payment is made.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses

Paulyn A. [unclear]

Frank Dale Hatch  
Mina Hatch  
George Adam Rocklin  
 Seller.  
 Buyer.

STATE OF WASHINGTON, County of Skamania } ss

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 21st day of January, 1961, personally appeared before me Frank Dale Hatch Thana Hatch to me known to be the individual..... described as seller and who executed the within and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

(If seller is a corporation, attach corporation acknowledgment.)

Notary Public in and for the State of Washington, residing at Starched  
Stamman Co. Auditor

### ASSIGNMENT BY BUYER

The within named buyer, for and in consideration of the sum of \_\_\_\_\_ Dollars,  
does assign and convey all right and title in and to the within contract and the property described therein unto \_\_\_\_\_  
and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms  
thereof to issue a deed to the said assignee, instead of the said buyer.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
The seller consents to this assignment.

STATE OF WASHINGTON, County of ..... } ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual\_\_\_\_\_ described in and who executed the above assignment, and acknowledged that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at

### ASSIGNMENT BY SELLER

The within named seller, for and in consideration of the sum of \_\_\_\_\_ Dollars,  
hereby assigns all his right and title to the within contract to \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Deed from seller to assignee must be given with this assignment)

CONSENT TO ASSIGNMENT BY BUYER

The within named seller; does hereby consent to the assignment of this contract by the buyer.

To..... Seller.  
Signed..... Name.  
..... Name.

[illegible]

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# CONTRACT

**FROM**

IDAIDE HATCH and MINA HATCH

TO

GEORGE ADAM ROCKLIN

STATE OF WASHINGTON } SS  
COUNTY OF SKAMIA

HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING: FILED BY—

Qale Qale

Dr. R. A. Bouslog - 2018

at 10:30 P.M. Feb. 17

WAS RECORDED IN BOOK 48

1000

OF ~~XXXXXX~~ AT PAGE 001

RECORDS OF SKAMANIA COUNTY, WASH.

Februari 1920

COUNTY AUDITOR

Casey, C. J.

**Kindly**

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED