

18282 48-405  
REAL ESTATE CONTRACT

THIS CONTRACT is made and entered into by and between STEPHEN DASHEN and HELEN DASHEN, husband and wife, hereinafter referred to as the "Seller", and WILLARD O'CONNER and VIOLET O'CONNER, husband and wife, hereinafter referred to as the "Purchaser" of Stevenson, Washington.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the agreements herein contained and payments made and to be made, Seller agrees to sell to the Purchaser and Purchaser agrees to buy from the Seller the following described real property situated in the County of Skamania, State of Washington, to-wit:

Commencing at a point 542.2 feet South of the rock marking the intersection of the West line of the Shepard D.L.C. with the North line of Section 1, Township 2 North, Range 7 E.W.M., said point being the intersection of the North line of State Road No. 8 (now Second Street) of the Town of Stevenson with West line of Shepard D.L.C., thence westerly along north line of said Second Street 610 feet to the place of beginning of the tract herein described; thence from said initial point North 100 feet; thence East 100 feet; thence South 100 feet to Second Street; thence Westerly along Second Street 100 feet, more or less, to the place of beginning;

ALSO: Commencing at a point 542.2 feet south of a rock marking the intersection of the West line of the Henry Shepard D.L.C. with North line of Section 1, Township 2 North, Range 7 E.W.M., said point being intersection of the West line of said Henry Shepard D.L.C. with the North line of Second Street, Town of Stevenson; thence West 610 feet along Second Street; thence North 100 feet to the point of beginning; thence East 100 feet; thence North 110 feet; thence West 109 feet; thence South 100 feet; thence East 9 feet; thence South 10 feet to the point of beginning.

EXCEPTING an easement for road way purposes along the Southerly 10 feet of the above described tract of land reserved by T. H. Young and Bessie Young, husband and wife, in deed dated September 10, 1942, recorded at page 249 of book 29 of Deeds, Records of Skamania County, Washington.

**PURCHASE PRICE AND TERMS:** The purchase price which it is agreed shall be paid for said property is the sum of Thirty-three Thousand Eight Hundred Fifty Nine and no/100 Dollars (\$33,859.00) which is to be paid in the following manner: Regular monthly payments of \$291.14 or more, with each payment including interest on the unpaid balance at the rate of 6% per annum, with the first payment to commence on April 1, 1961; each subsequent payment to be made on the first day of each subsequent month until the entire sum including both principal and interest is paid in full. The payment shall be first applied to interest and the balance of each payment shall be applied to the principal herein. Permission is granted to the Purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made. Interest shall commence on April 1, 1961. It is further agreed that the Purchaser is to pay the additional sum of \$15.90 or more per month dependent upon the annual tax statement to cover the taxes on the property herein described. Any balance remaining in the tax account, after payment of taxes, shall be applied either to the principal or returned to the Purchaser at the Purchaser's option.

**TITLE:** It is understood and agreed that a first mortgage has been placed on this property by Stephen Dashen and Helen D. Dashen, husband and wife, in favor of the Clark County Savings and Loan Association, a Washington corporation, to secure the payment of Eighteen Thousand Three Hundred and No/100 Dollars (\$18,300.00) and interest according to note of even date; this mortgage is dated June 19, 1959, in Book 35 of Mortgages, page 427 under Auditor's file No. 55497, Records of Skamania County, Washington.

**DEED:** In the event the Seller's interest is completely paid off prior to the satisfaction of the above mortgage, the Seller agrees to furnish the Purchaser with a Warranty Deed, subject to said mortgage, and the Purchaser agrees to assume said mortgage and agrees to pay it.

**POSSESSION:** Purchaser shall be entitled to physical possession under this contract on April 1, 1961.

**ASSESSMENTS AND TAXES:** Purchaser agrees to pay before delinquency all taxes, assessments, water rents or water assessments, power bills, and maintenance, operation and construction charges not now delinquent and all that may hereafter become due and payable or which may be levied or assessed against said premises.

**IMPROVEMENTS:** All improvements now or hereafter placed on said premises shall remain and shall not be removed.

**UPKEEP:** Purchaser agrees to maintain all improvements now on said premises in as good a state of repair as the same now are, and Purchaser will not make any material alterations therein without the written consent of the Seller. Purchaser will not suffer to be committed, nor commit, any waste on said premises.

**INSURANCE:** Purchaser agrees to insure the buildings now on said premises in an amount of their full insurable value with loss thereunder payable to Seller as Seller's interest may appear. Seller reserves the right to choose the insurance brokerage through which the policy of insurance is to be secured. The original insurance policy is to be deposited with the Mortgagee above named. In the event of the destruction of any of said buildings and the collection of insurance during the life of this contract, it is agreed that the money received on said insurance shall be used on the restoration of said improvements; provided, that the Purchaser is not at that time in default under the provisions of this contract.

**ASSIGNMENT:** It is agreed that neither this contract nor any interest therein, nor the possession of said property, may be assigned or transferred by Purchaser, nor shall Purchaser make or enter into any contract for the sale of said premises or Purchaser's interest therein, without the written consent of the Seller.

**DESTRUCTION OF 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. In the event of the destruction of the premises or the taking for a public use, the Purchaser shall not be in any manner relieved of any of Purchaser's obligations under this contract.

**DELINQUENT PAYMENTS:** In case the Purchaser shall fail to make any payment hereinbefore provided by the Purchaser to be made, the Seller may make such payments and any amount so paid by the Seller, together with interest thereon from date of payment until repaid at the rate of ten per cent (10%) per annum, shall be repayable by the Purchaser on demand, or without prejudice to any other right which the Seller might have by reason of such default.

**INSPECTION:** 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 agreement relied on be in writing and attached to and made a part of this contract.

**FORFEITURE:** Time is of the essence in 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 hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the Seller may elect to declare forfeiture and cancellation of the contract and upon such election being made all rights of the Purchaser hereunder shall cease and terminate 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 addressed to the mailing address of the above described property or at such other address as the Purchaser shall indicate in writing to the Seller. Or the Seller may elect to bring action, or actions, on any intermediate overdue installments, 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 no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

**PROPANE AND WATER:** Purchaser agrees to pay for the inventory and the propane tank as of April 1, 1961, as determined by the Gas Company. Purchaser agrees to assume the water bill as of April 1, 1961. Insurance and taxes are to be pro-rated as of April 1, 1961.

**ESCROW:** This contract shall be escrowed with the First Independent Bank, Heights Branch, Vancouver, Washington.

**TITLE INSURANCE:** Seller will furnish Title Insurance to the Purchaser within ten days after the execution of this contract.

**ATTORNEYS' FEES AND COSTS:** In the event of a suit arising out of this contract or an action to enforce any covenant of this contract or to collect any installment payment or charge arising therefrom, the Purchaser agrees to pay a reasonable sum as attorneys' fees to the Seller and to pay all costs and expenses in connection with such suit; in addition Purchaser agrees to pay a reasonable cost for searching records. All such sums provided for in this paragraph shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 30<sup>th</sup> day of March, 1961.

3339

No.

TRANSACTION EXCISE TAX

APR 3 1961

Amount Paid \$38.57  
Michael O'Donnell  
 Skamania County Treasurer

By

Stephen Dashen  
 Stephen Dashen

Helen Dashen  
 Helen Dashen

Willard O'Conner  
 Willard O'Conner

Violet O'Conner  
 Violet O'Conner



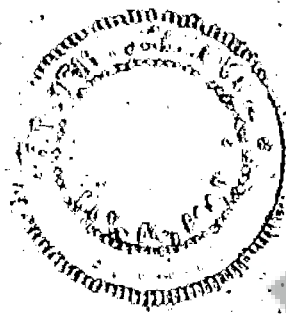
STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me Stephen Dashen and Helen Dashen, husband and wife, Willard O'Conner and Violet O'Conner, husband and wife, 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 30<sup>th</sup> day of March, 1961.



Notary Public in and for the State of Washington, residing in Vancouver.



UNOFFICIAL COPY