

58534

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FOR AND IN CONSIDERATION of the premises hereinafter set out, RAY F. PARKER and GLADYS B. PARKER, husband and wife,

hereinafter called the seller, agrees to sell, and GEORGE J. EGGLESTON and THELMA EGGLESTON, husband and wife,

hereinafter called the buyer, agrees to buy the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

That portion of the east 391 feet of the North half of the Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 32, Township 2 North, Range 5 E.W.M., which lies northerly of the channel of the Washougal River and southerly of the county road known and designated as the Washougal River Road.

EXCEPT the East 191 feet thereof.

for the sum of Fifteen Hundred and no/100 - - - - - (\$1500.00) Dollars, of which the buyer has paid the sum of Twenty-five and no/100 - - - - - (\$25.00) Dollars, the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal balance of Fourteen Hundred Seventy-five and no/100 - - - - - (\$1475.00) Dollars

together with interest thereon from date at the rate of six (6%) per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: To be paid in monthly installments of \$25.00 or more per month, including interest, the first payment to be due and payable on the 18th day of August, 1961, and a like payment to be due and payable on the 18th day of each and every month thereafter, until the balance of principal, together with interest, is paid in full.

regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$                    , with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein, contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

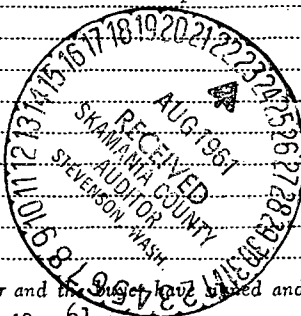
The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises at will and shall be entitled to only such notice to vacate as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

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, 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 expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

It is understood and agreed that the Seller will furnish the Buyer with a policy of title insurance when this contract is paid in full.



No. 3474  
**TRANSACTION EXCISE TAX**

AUG 2 1961

Amount Paid 1.50  
Michael O'Donnell  
Skamania County Treasurer

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this August day of 1961.

Witnesses:

Ray F. Parker  
Gladys B. Parker  
George J. Eggleston  
Thelma Eggleston  
Seller.  
Buyer.

49-136

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

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

### ASSIGNMENT BY BUYER

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 in this certificate 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.  
Signed \_\_\_\_\_ Name.

[illegible]

2027

No.....

# CONTRACT

# REAL ESTATE

FRAY F. PARKER & GLADYS B. PARKER

10

GEORGE J. EGGLESTON &  
THELMA EGGLESTON

STATE OF WASHINGTON

County of Stearns ss.

Received for record this 23.

day of Aug 1961

at 10:40 o'clock.....P.M., and recorded at

request of Frankie Samblan.....

in Book 49 Page 135

Record of said County.

Erubyn D. Neal  
County Auditor.

County Auditor,

By \_\_\_\_\_

Deputy.

REGISTERED	INDEXED: DIR.	INDIRECT	RECORDED:	COMPARED	MAILED
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March 10  
City of New York  
Box 1015  
Admission in