

THIS AGREEMENT, Made and entered into this 17th day of July, 1953

between DANIEL W. POWERS and ESTHER J. POWERS, husband and wife,

hereinafter called the "seller," and ALVIN JUNO BABCOCK and WALBORG JANE MARIE BABCOCK, husband and wife, Box 27, Stevenson, Washington

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit: Lots nine (9) and ten (10), of Block three (3) Johnson's Addition to the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington

ALSO commencing at the southwest corner of Lot nine (9), Block three (3), aforesaid; thence west along the north line of Jefferson Street fifty (50) feet, more or less to intersection with public highway; thence northerly along the easterly line of said public highway to intersection with the westerly line of Lot nine (9) extended; thence southeasterly to the northwest corner of said Lot nine (9); thence continuing on the same course along the westerly line of said Lot nine (9) to the point of beginning.

ALSO the following described personal property: daveno, platform rocker, upholstered rocker, end table, Kimble upright piano & stool. 2 table lamps, 1 bed complete, dressing table, wood heater, wood range, hot water tank with coils, buffet, dining room table, 4 dining chairs, 2 bedroom rockers, 2 cots (no mattresses) library table, chest, Whirlpool automatic washer;

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of THREE THOUSAND FIVE HUNDRED & no/100***** Dollars (\$ 3500.00)

of which the sum of FIVE HUNDRED & no/100***** Dollars (\$ 500.00)

has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of THREE THOUSAND & no/100***** Dollars (\$ 3000.00)

shall be paid as follows: \$150.00 on August, 6, 1953; \$150.00 on August 21, 1953; \$150.00 on September 6, 1953; \$150.00 on September 21, 1953; \$35.00 including interest at the rate of 6% per annum on October 21, 1953 and a like payment on the 21st day of each and every month thereafter until the balance owing under this contract is paid in full.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the purchasers shall not remove any standing timber from said property until this contract is paid in full and that the sellers agree to pay the mortgage owing the Bank of Stevenson, Stevenson, Washington by October 1, 1953.



THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;

2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;

3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;

4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of 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.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure 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 six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller, and repayable by the purchaser, it being stipulated that the covenants 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 that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

COUNTY OF SKAMANIA

Daniel W. Powers (SEAL)

Esther J. Powers (SEAL)

Al Babcock (SEAL)

Walborg Babcock (SEAL)

On this day personally appeared before me
DANIEL W. POWERS & ESTHER J. POWERS, husband and wife, and ALVIN JUNO BABCOCK
& WALBORG JANE MARIE BABCOCK, husband and wife,

to me known to be the individual 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 17th day of July, 1953

J. C. Mander

Notary Public in and for the State of Washington,

residing at Stevenson, Wash.

NO. 895
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUL 21 1953
AMOUNT \$35.00
COUNTY TREASURER
BY Mabel J. Peters

REAL ESTATE CONTRACT
(INDIVIDUAL)

Daniel W. Powers
et ux

to

Alvin Juno Babcock
et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Rafael Salazar

OF Stevenson

AT 9:20 P.M. Feb 9 1962

WAS RECORDED IN BOOK 49

OF Deeds AT PAGE 393

RECORDS OF SKAMANIA COUNTY, WASH.

Emile J. Mander
COUNTY AUDITOR

BY Alvin Juno Babcock
DEPUTY

REGISTERED	INDEXED	FILED	RECORDED	EMPALED	TAILED
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