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BOOK 50 PAGE 299

No. 3784
TRANSACTION EXCISE TAX

AUG 15 1962

Amount Paid \$40.00

Michael O. Hansen
Skamania County Treasurer

By *Beverly J. Halling* Sec.

REAL ESTATE CONTRACT

THIS CONTRACT, made this 26th day of July, 1962, between KENNETH W. INMAN, ROSS F. INMAN, MAE STANSBURY, EDNA DODSON, NADYNE S. FUHRER, DONALD F. SIMMONS and RAYMOND W. SIMMONS, each dealing with his separate property, hereinafter called the "seller" and NORMAN S. GARWOOD and HAZEL S. GARWOOD, husband and wife, hereinafter called the "purchaser";

W I T N E S S E T H :

The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Lots 1 and 16 of Block Seven of RIVERVIEW 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: A tract of land in Section 36, Township 3 North, Range 7 E. W. M. lying east of the said Lots 1 and 16, bounded on the south by Second Street and on the east by the old Kanaka Creek Road, and on the north by the county road known as Vancouver Road;

EXCEPT, however, that portion of the above described real property conveyed to Frank L. Hathaway by deed dated September 29, 1913, and recorded at page 424 of Book O of Deeds, records of Skamania County, Washington;

AND EXCEPT that portion thereof conveyed to Hershel Royse by deed dated April 20, 1946, and recorded at page 126 of Book 31 of Deeds;

AND EXCEPT a tract of land conveyed to John H. Liggett as Trustee by deed dated April 16, 1948, and recorded at page 39 of Book 32 of Deeds;

AND SUBJECT TO easements and rights of way for public roads.

On the following terms and conditions: The purchase price is Four Thousand and No/100 (\$4,000) Dollars, of which One Thousand and No/100 (\$1,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the unpaid balance of the purchase price amounting to Three Thousand and No/100 (\$3,000.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 10th day of August, 1962, and on the 10th day of each and every month thereafter until the full amount of the purchase price, together with interest, shall have been paid. Provided, however, that the unpaid balance of the purchase price together with accrued interest, if any, shall be due and payable on the 15th day of March, 1964. The aforesaid monthly installments shall include interest at the rate of six per cent (6%) per annum computed upon the monthly balances of the un-

paid purchase price, and said installments shall be applied first to interest and then to principal. The purchaser covenants and agrees that he will not pay the purchase price in full until the 15th day of March, 1964.

The purchaser agrees: (1) to pay before delinquency all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interest may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments, or to insure the premises as above provided, the seller may pay such taxes and assessments, and effect 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 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter

through any person other than the seller.

The seller on or prior to March 15, 1964, will procure and deliver to the purchaser a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (2) that the purchaser shall have possession of the real estate on July 22nd, 1962, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (3) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

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, the 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.

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

Kenneth W. Inman (SEAL)
Kenneth W. Inman

Mae Stansbury (SEAL)
Ross F. Inman

Ross F. Inman (SEAL)
Mae Stansbury

Edna Dodson (SEAL)
Edna Dodson

Donald F. Simmons (SEAL)
Donald F. Simmons

Nadyne S. Fuhrer (SEAL)
Nadyne S. Fuhrer

Raymond W. Simmons (SEAL)
Raymond W. Simmons

Norman S. Garwood (SEAL)
Norman S. Garwood

Hazel S. Garwood (SEAL)
Hazel S. Garwood

STATE OF WASHINGTON,)
County of Pacific) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 30th day of July, 1962, personally appeared before me KENNETH W. INMAN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

R. P. Stenway
Notary Public in and for the
state of Washington, residing at
Seasaw therein.

STATE OF WASHINGTON,)
County of SKAMANIA) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of JULY, 1962, personally appeared before me ROSS F. INMAN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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.

Robert F. Salomon
Notary Public in and for the
state of Washington, residing at
STEVENSON therein.

STATE OF WASHINGTON,)
County of SKAMANIA) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of JULY, 1962, personally appeared before me MAE STANSBURY to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

Robert F. Salomon
Notary Public in and for the
state of WASHINGTON,
residing at SKAMANIA
therein.

STATE OF California,)
 County of San Diego.) ss.

I, the undersigned, a notary public in and for the state of _____, hereby certify that on this 1st day of August, 1962, personally appeared before me EDNA DODSON to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

Otto A. Gersh
 Notary Public in and for the
 state of California
 residing at San Diego County
 therein.

My Commission Expires November 12, 1965

STATE OF WASHINGTON,)
 County of Skamania.) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of July, 1962, personally appeared before me NADYNE S. FUHRER, DONALD F. SIMMONS and RAYMOND W. SIMMONS 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.

Robert J. Salmeron
 Notary Public in and for the
 state of Washington, residing at
 Stevenson therein.