

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

FLETCHER DANIELS TITLE CO.
1105 Main Street - Vancouver, Wash.

THIS AGREEMENT, made and entered into this 29th day of August, 1962

between MELVIN B. HATHAWAY & JULIA HATHAWAY, husband and wife

hereinafter called the "seller," and ROBERT W. PEERY & MARY C. PEERY, husband and wife

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, with the appurtenances, situate in the County of Skamania State of Washington, to-wit:

Government Lot 2, (Southwest quarter of the Northwest quarter) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT the following described property:

Beginning at the Southeast corner of the Northwest Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian; thence westerly parallel with the North line of said section 417.42 feet; thence northerly parallel with the west line of said section 417.42 feet; thence easterly 417.42 feet; thence southerly 417.42 feet to the point of beginning.

SUBJECT TO: easements and rights of way as shown of record.

SUBJECT TO: easement retained by Sellers across the Westerly 30 feet of the above described property, together with the right to use water from existing springs flowing across said easement.

The terms and conditions of this contract are as follows: The purchase price is Seventy Five Hundred and no/100 - - - - - (\$ 7500.00) Dollars, of which Fifteen Hundred and no/100 - - - - - (\$1500.00) Dollars

has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as

follows: The Buyers agree to pay the remainder of the principal together with interest thereon from date at the rate of 6 percent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following; in monthly installments of \$45.00 or more per month, including interest. First payment is due and payable on the 1st day of October, 1962, with a like payment due and payable on the 1st day of each month thereafter, until the balance of principal, together with interest is paid in full.



No. 1000
TRANSACTION EXCISE TAX

SEP 11 1962

Amount Paid 75.00

Muel D. Daniel
Skamania County Treasurer

By

The purchaser is entitled to take possession of said premises on

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said 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.

The purchaser agrees, 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 in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

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 covenant or agreement relied on be in writing and attached to and made a part of this contract

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **warranty** deed of said described premises.

Time is of the essence of 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 as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made 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 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 at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, 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 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.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

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

Melvin B. Hathaway (SEAL)
Julia Hathaway (SEAL)
Robert W. Peery (SEAL)
Mary E. Peery (SEAL)

STATE OF WASHINGTON }
County of Clark } ss.

On this day personally appeared before me Melvin B. Hathaway and Julia Hathaway 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 29th day of August, 1962
Paul S. Bg
Notary Public in and for the State of Washington,
residing at Camas, therein

FORM L 37

Real Estate Contract

FROM

Melvin B. Hathaway
at we

TO

Robert W. Peery
at we

STATE OF WASHINGTON }
COUNTY OF SEASIDE } ss

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Ref. Submitt

OF Submitt

AT 1:15 P.M. Sept. 11, 1962

WAS RECORDED IN BOOK 50

OF 2000 WASHINGTON 1947

RECORDS OF TITLE INSURANCE

COMPANY

SEATTLE, WASHINGTON

Mail to City Mercantile Co

Box 1015

Camas, Wn

Send Tax Statement to	REGISTERED	RECEIVED	RECORDED	COPIES	MAILED
	S	S	S	S	S