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BOOK 50 PAGE 349

FOR AND IN CONSIDERATION of the premises hereinafter set out, ROBERT W. PEERY & MARY C. PEERY, husband and wife

hereinafter called the seller, agrees to sell, and HOWARD H. FISHBURN & LEOLA B. FISHBURN, 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:

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

SUBJECT TO: easements and rights of way as shown of record. SUBJECT TO: easement to Melvin B. Hathaway and Julia Hathaway, across the westerly 30 feet of the above described property, together with the right to use water from existing springs flowing across said easement.

for the sum of Eleven Thousand Five Hundred and no/100 (\$11,500.00) Dollars, of which the buyer has paid the sum of Nineteen Hundred Forty Eight and no/100 (\$1,948.00) Dollars, the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal Ninety Five Hundred Fifty Two and no/100 - - - - - (\$9,552.00) Dollars together with interest thereon from date at the rate of six per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: in monthly installments of \$80.00 or more per month, including interest. First payment 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.

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.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

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.



No. TRANSACTION EXCISE TAX

SEP 11 1962

Amount Paid \$11,500.00 Michael D. Kendall Skamania County Treasurer

By

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 30th day of August, 1962

Witnesses:

Signatures of Robert W. Peery, Mary C. Peery, Howard H. Fishburn, and Leola B. Fishburn.

STATE OF WASHINGTON, County of Clark ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 30th day of August, 1962, personally appeared before me Robert W. Peery and Mary C. Peery

to me known to be the individual described as seller and who executed the within and acknowledged that they signed and sealed the same as their 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.

(If seller is a corporation, attach corporation acknowledgment.)

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

ASSIGNMENT BY BUYER

The within named buyer, for and in consideration of the sum of Dollars, does assign and convey all right and title in and to the within contract and the property described therein unto

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. Name. Signed Name.

Table with columns: Received By, Principal Balance, Paid on Principal, Paid on Interest, 19.....

60482

CONTRACT

REAL ESTATE

No.

Robert W. Peery et ux To

Howard H. Eishbaum et ux

STATE OF WASHINGTON County of Stearns ss.

Received for record this 11th day of September, 1962 at 1:15 o'clock P.M., and recorded at request of R. W. Peery et ux in Book 50 Page 349 Record of said County.

By Evelyn O. Neal County Auditor. Deputy.

Table with columns: REGISTERED, INDEXED, DIR., RECORDED, COMPARED, MAILED

Mail to City Investment Co. Box 1015 Camas WA