

CORRECTED REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 8th day of April, 1963, between MABEL L. SMITH hereinafter called the "seller", and JAMES R. CHANDLER and PAULINE CHANDLER, husband and wife, hereinafter called the "purchasers",

W I T N E S S E T H:

That the seller agrees to sell to the purchasers and the purchasers agree to purchase of the seller the following described real estate, with the appurtenances, situate in the County of Skamania, State of Washington:

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 26, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at a point 967.27 feet north and 205.75 feet east of the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 26; thence north 70° 40' east 100 feet to the initial point of the tract hereby described, said point being on the northerly right of way line of the county road known and designated as Little Street; thence south 70° 40' west 300 feet, more or less, to intersection with the center line north and south through the SE $\frac{1}{4}$ of the said Section 26; thence north 06° 23' west 400 feet, more or less, to intersection with the southerly line extended westerly of that certain tract of land conveyed to Carl Lund by deed recorded at page 215 of Book 28 of Deeds, Records of Skamania County, Washington; thence north 69° 30' east along the southerly line of the said Carl Lund tract to intersection with the center of Little Creek; thence southerly following the center of said creek to intersection with the northerly right of way line of said Little Street; thence south 70° 40' west along said right of way line 300 feet, more or less, to the initial point.

EXCEPT that portion of the above described tract described as follows: Beginning at the initial point above described; thence north 19° 20' west 240 feet; thence north 70° 40' east 345 feet, more or less, to the center of Little Creek; thence southerly following the center of said creek to intersection with the northerly right of way line of said Little Street; thence south 70° 40' west along said right of way line 300 feet, more or less, to the initial point;

Said tract, excluding the excepted parcel, containing 4.15 acres, more or less.

The foregoing description is set forth on this corrected real estate contract for the purpose of confirming the intention of the parties hereto and correcting the legal description of the subject matter of that certain real estate contract dated April 8, 1963, as the same was recorded on April 8, 1963, under Auditor's File No. 61355, at page 200 of Book 51 of Deeds, Records of Skamania County, Washington; the foregoing description being the correct legal description of the real property intended to be sold by Mabel L. Smith to James R. Chandler and Pauline Chandler, husband and wife.



The terms and conditions of this contract are as follows: The purchase price is Eight Hundred and No/100 (\$800.00) Dollars, of which One Hundred and No/100 (\$100.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Twenty Five and No/100 (\$25.00) Dollars per month payable on the first day of each and every month. Said unpaid balance of the purchase price shall at all times bear interest at six per-cent (6%) per annum and from each payment shall first be deducted interest to that date and the balance shall be applied to principal. Permission is expressly granted to purchasers to make larger payments at any time or to pay the contract in full and interest shall immediately cease on all payments so made.

The purchasers are entitled to take possession of said premises on the date above first written.

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

In case the purchasers shall fail to make any payment hereinbefore provided by the purchasers 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 per-cent (10%) per annum, shall be repayable by the purchasers on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchasers agree 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 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 will procure and furnish the purchasers with title insurance in a total amount of \$800.00 at such time as this contract is paid in full.

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

Time is of the essence of this contract. In case the purchasers 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 purchasers hereunder shall cease and determine and any payments thereto fore made hereunder by the purchasers 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: P. O. Box 204, North Bonneville, Washington, or at such other address as the purchasers 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 purchasers, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchasers, 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 purchasers 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 purchasers agree 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.

Mabel L. Smith
Mabel L. Smith

James R. Chandler
James R. Chandler

No. 4052
TRANSACTION EXCISE TAX

Pauline Chandler
Pauline Chandler

JUL 11 1963
Amount Paid Paul. Ex. Fee * 3971.
Michael D. O'Neill
Skamania County Treasurer
By

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me MABEL L. SMITH to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as herefree and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of May, 1963.

Chris E. Eason
Notary Public in and for the State of
Washington, residing at North Bonneville.