

72586

THIS AGREEMENT, Made and entered into this day of September, 1970
between LOUIS J. FLATT and HELEN C. FLATT, husband and wife,
hereinafter called the "seller," and JOHN HILVAN RICHARDSON and VIOLET JOY
RICHARDSON, 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 situate in the County of Skamania, State of Washington,
to-wit:

Beginning at a point on the northerly right of way line of the
county road known and designated as Railroad Avenue, said point
being 804.8 feet South and 37.8 feet East of the Northeast corner
of Section 11, Township 1 North, Range 5, East of the Willamette
Meridian; thence North 37°22' West 166.6 feet to a water service
junction; thence West 117.3 feet to intersection with the easterly
line of a tract of land conveyed to Earl W. Lee by deed dated
March 3, 1931, and recorded at page 30 of Book X of deeds, Records
of Skamania County, Washington, said point being South 39°03'
East 76.5 feet from the Northeast corner of said tract; thence
south 39°03' East following the easterly line of the said tract
conveyed to Earl W. Lee 203.5 feet, more or less, to the northerly
right of way line of the said Railroad Avenue; thence in a north-

easterly direction along said northerly right of way line to the
point of beginning.

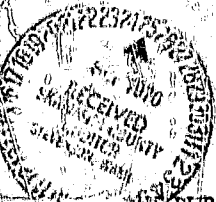
TOGETHER with the right to take and use water from the spring
located northwest of the above described real property for use
at dwelling house on the above described property and property
adjacent thereto sufficient for domestic and irrigation purposes,
but not to exceed in quantity the capacity of a 3/4 inch pipe;
and

TOGETHER with easement for pipe line therefor with right of ingress
and egress to repair, replace and maintain the same;
As reserved by deed dated 9-30-49, recorded 11-9-49, at page
565 of Book 32 of Deeds, Auditor's File No. 40081, Records of
Skamania County, Washington;
SUBJECT to easements and rights of way for public roads, if any,
over and across said real property above described.

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with the appurtenances, on the following terms and conditions: The purchase price for said described prem-
ises is the sum of SIXTEEN THOUSAND NINE HUNDRED & NO/100-- Dollars (\$16900.00
of which the sum of TWO THOUSAND & NO/100-- Dollars (\$2,000.00
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price
in the sum of FOURTEEN THOUSAND NINE HUNDRED & NO/100-- Dollars (\$14900.00)
shall be paid as follows: \$100.00 or more per month including interest at the
rate of 6% per annum on the unpaid balance, the first payment being
due on the 30th day of October, 1970 and a like payment being due
on the 30th day of each and every month thereafter until fully paid.
The interest to commence as of the 30th day of September, 1970.

If it becomes necessary to bring an action upon the contract for the
enforcement of any of the provisions of this contract ~~for the~~
that in addition to the usual costs, the Court shall award to the
seller reasonable attorney's fee in any action or actions.



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:

Beginning at a point on the northerly right of way line of the county road known and designated as Railroad Avenue, said point being 804.8 feet South and 77.8 feet East of the Northeast corner of Section 11, Township 1 North, Range 9, East of the Willamette Meridian; thence North 37°22' West 165.6 feet to a water service junction; thence West 117.3 feet to intersection with the easterly line of a tract of land conveyed to Earl W. Lee by deed dated March 3, 1941, and recorded at page 30 of Book X of deeds, Records of Skamania County, Washington, said point being South 39°03' East 76.5 feet from the Northeast corner of said tract; thence South 39°03' East following the easterly line of the said tract conveyed to Earl W. Lee 203.5 feet, more or less, to the northerly right of way line of the said Railroad Avenue; thence in a north-

easterly direction along said northerly right of way line to the point of beginning.

TOGETHER with the right to take and use water from the spring located northwest of the above described real property for use at dwelling house on the above described property and property adjacent thereto sufficient for domestic and irrigation purposes, but not to exceed in quantity the capacity of a 3/4 inch pipe, and

TOGETHER with easement for pipe line therefor with right of ingress and egress to repair, replace and maintain the same;

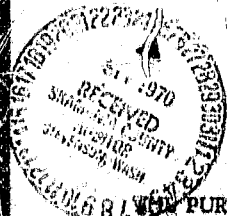
As reserved by deed dated 9-30-49, recorded 11-9-49, at page 565 of Book 32 of Deeds, Auditor's File No. 40081, Records of Skamania County, Washington;

SUBJECT to easements and rights of way for public roads, if any, over and across said real property above described.

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with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of SIXTEEN THOUSAND NINE HUNDRED & NO/100-- Dollars (\$16900.00) of which the sum of TWO THOUSAND & NO/100----- Dollars (\$2,000.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of FOURTEEN THOUSAND NINE HUNDRED & NO/100-- Dollars (\$14900.00) shall be paid as follows: \$100.00 or more per month including interest at the rate of 6% per annum on the unpaid balance, the first payment being due on the 30th day of October, 1970 and a like payment being due on the 30th day of each and every month thereafter until fully paid. The interest to commence as of the 30th day of September, 1970.

If it becomes necessary to bring an action upon the contract for the enforcement of any of the provisions of this contract ~~xxxxxx~~ that in addition to the usual costs, the Court shall award to the seller reasonable attorney's fee in any action or actions.



PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may be 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 thereof and to deliver all policies and receipts 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.

DANVER & DANVER
ATTORNEYS AT LAW
TAMAM, WASHINGTON 99081

THE SELLER AGREES:

EXTRA...
 XXXX...
 XXXX...

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 afore-said, 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 CLARK

ss.

Louis J. Platt (SEAL)

Helen C. Platt (SEAL)

John Hilvan Richardson (SEAL)

Violet Joy (SEAL)

On this day personally appeared before me Louis J. Platt and Helen C. Platt, husband and wife, and John Hilvan Richardson and Violet Joy, Richardson, 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 24th day of September, 1971.

[Signature]
 Notary Public in and for the State of Washington,
 residing at Camas

No. 314
 TRANSACTION EXCISE TAX

SEP 25 1971

Amount Paid \$119.00
[Signature]
 Clark County Treasurer

By *[Signature]*

72586
 REAL ESTATE CONTRACT
 (INDIVIDUAL)

CLERK OF WASHINGTON
 COUNTY OF CLARK
 RECEIVED
 OF 24th Sept 1971
 AT 12:00 PM
 WAS RECORDED IN BOOK 28 PAGE 105
 OF 24th Sept 1971
 RECORDS OF CLARK COUNTY WASH
 COUNTY CLERK
 F. [Signature]

RECORDED	INDEXED
FILED	RECORDED
INDEXED	FILED