



NO. 451

SKAMANIA COUNTY
TRANSACTION EXCISE TAX

PAID MAY 28 1952

AMOUNT \$120.00

COUNTY TREASURER

BY Mabel J. Jeter

REAL ESTATE CONTRACT

THIS CONTRACT, made this 27th day of May, 1952, between W. R.

Cooper and I. M. Cooper, husband and wife, hereinafter called the seller, and Ray Irwin and Virginia L. Irwin, husband and wife, whose address is North Bonnevillle, Washington, hereinafter called the purchaser,

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

REAL PROPERTY

The south half of Lot 1, the south half of Lot 2, and all of Lots 7 and 8 in Block 2 of Johnson's 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.

PERSONAL PROPERTY

All that furniture, fixtures, equipment, and personal property now located in and upon the foregoing described real property and as more particularly set forth on Schedule A attached hereto and by reference made a part hereof.

On the following terms and conditions: The purchase price for the said real and personal property is the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars which shall be paid by the purchaser as follows: Three Thousand and No/100 (\$3,000.00) Dollars is paid herewith on the execution of this contract and the receipt whereof is hereby acknowledged by the seller; the purchaser agrees to pay the sum of not less than Two Thousand and No/100 (\$2,000.00) Dollars on or before thirty days from the date hereof, and the balance of the purchase price in the sum of Ten Thousand and No/100 (\$10,000.00) Dollars shall be paid in monthly installments of not less than One Hundred and No/100 (\$100.00) Dollars including interest and commencing July 1st, 1952, and on the 1st day of each and every month thereafter until the full amount of the principal together with interest shall have been paid. The aforesaid deferred

payment and monthly installments shall bear interest at the rate of six per cent per annum computed upon the unpaid balance of principal; the purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

The purchaser agrees: (1) to pay all taxes and assessments which may hereafter become a lien against the said real and personal property; (2) to keep the buildings now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire in the amount of the contract price, and in case of the purchaser's failure so to do the seller at his option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same occur shall constitute a failure of consideration; (6) that a full inspection of the said real and personal property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated; and (7) to pay any sales tax or compensating tax which may be levied by virtue of the transfer of title to the above described personal property from the seller to the purchaser.

The seller agrees: (1) upon receiving the balance of the said purchase price and interest aforesaid, to make, execute, and deliver to the purchaser a warranty deed to the said real property subject to the acts and omissions of the purchaser under this contract; (2) upon receiving the balance of the said purchase price and interest aforesaid, to make, execute, and deliver to the purchaser a warranty bill of sale to the

said personal property; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Sec. 11, Laws Ex. 1951; and (4) that the purchaser shall have possession of the said real and personal property June 1st, 1952.

IT IS MUTUALLY AGREED that Twelve Thousand and No/100 (\$12,000.00) Dollars of the said purchase price shall be the consideration for the said real property, and that Three Thousand and No/100 (\$3,000.00) Dollars shall be the consideration for the said personal property. Title to the said real and personal property shall remain in the seller until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the purchaser. Real and personal property taxes (but not sales, compensating or excise taxes) and fire insurance premiums prepaid shall be pro-rated between the seller and the purchaser as of June 1st, 1952.

AND IT IS FURTHER AGREED that 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 the seller so doing, all payments made by the purchaser hereunder and any buildings or improvements placed upon the said real property and the real property itself and the said personal property shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property; and 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, the purchaser to have thirty days thereafter to reinstate the contract and to remedy any default.

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

W. R. Cooper (SEAL)

I. M. Cooper (SEAL)
Sellers

Ray L. Lwin (SEAL)

Virginia L. Lwin (SEAL)
Purchasers

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 27th day of May, 1952, personally appeared before me W. R. Cooper and I. M. Cooper 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. Salvesen

Notary Public in and for the
State of Washington.

Residing at Stevenson, therein.

