



46312

CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

THIS CONTRACT made this 4th day of December, 1953, by and between HENRY SESSINE and BLANCHE E. SESSINE, husband and wife, hereinafter called the Seller and ROY L. McCAFFERTY and MELBA E. McCAFFERTY, husband and wife, hereinafter called the Purchaser:

WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real and personal property with all appurtenances situate in Skamania County, Washington:

REAL PROPERTY

The northeast quarter of the northeast quarter ($NE\frac{1}{4}\ NE\frac{1}{4}$) of Section 33, Township 2 North, Range 6 E.W.M.; EXCEPT the following described tract of land: Beginning at the northwest corner of the northeast quarter of the northeast quarter ($NE\frac{1}{4}\ NE\frac{1}{4}$) of the said Section 33; thence south $00^{\circ}\ 20'$ east along the west line of the northeast quarter of the northeast quarter ($NE\frac{1}{4}\ NE\frac{1}{4}$) of the said Section 33, 660 feet; thence east 330 feet; thence north $00^{\circ}\ 20'$ west 660 feet to section line; thence west 330 feet to the point of beginning.

The southeast quarter of the northwest quarter ($SE\frac{1}{4}\ NW\frac{1}{4}$) of Section 33, Township 2 North, Range 6 E.W.M.; EXCEPT the following described tract of land: Beginning at the center of the said Section 33; thence north 440 feet; thence west 1320 feet to the west line of the southeast quarter of the northwest quarter ($SE\frac{1}{4}\ NW\frac{1}{4}$) of the said Section 33; thence south 440 feet to center line of said Section 33 running east and west; thence east 1320 feet to the point of beginning.

The south half of the northeast quarter ($S\frac{1}{2}\ NE\frac{1}{4}$) of Section 33, Township 2 North, Range 6 E.W.M.; EXCEPT the following described tracts of land: (1) Beginning at the quarter corner on the east line of the said Section 33; thence west 880 feet; thence north $19^{\circ}\ 47'$ east 595 feet; thence east 678 feet to section line; thence south on section line to point of beginning; (2) Beginning at the quarter corner on the east line of the said Section 33, and thence west 880 feet to the initial point; thence west 440 feet; thence north 757.8 feet; thence east 685 feet; thence south 76.8 feet; thence south $19^{\circ}\ 47'$ west 723.7 feet to the initial point; (3) Beginning at the center of said Section 33; thence north 440 feet; thence east to Maple Flat County Road; thence southeasterly along said road to center line of said Section 33 running east and west; thence west to the point of beginning.

ALSO all water rights appurtenant to the above described real property.

SUBJECT TO a transmission line easement 100 feet in width granted to the United States of America for the Bonneville-Camas-Vancouver transmission line by deed dated November 21, 1941, and recorded at page 511 of Book 28 of Deeds, Records of Skamania County, Washington; AND SUBJECT TO an easement for an access road granted to the United States of America for the Bonneville-Camas-Vancouver transmission line by deed dated July 24, 1942, and recorded at page 213 of Book 29 of Deeds; AND SUBJECT TO public roads on, over and across the above described real property.

PERSONAL PROPERTY

Certain farm equipment, apparatus, accessories and tools, and certain fixtures, furniture and appliances; all of which personal property is more particularly described on Schedule A attached hereto and by reference made a part hereof, the same being situated on the above described real property.

On the following terms and conditions: The purchase price for the said real and personal property is \$8,500.00 and on the delivery of this contract the Seller acknowledges the receipt of a down payment from the Purchaser in the sum of \$2,500.00; the balance of the purchase price in the amount of \$6,000.00 shall be paid by the Purchaser in monthly installments of \$50.00 or more commencing on the 15th day of January, 1954, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of six percent per annum computed upon the monthly balances of unpaid principal. The Purchaser reserves the right while he is not in default under the terms and conditions of this contract to pay all or any part of the unpaid 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 to the full insurable value thereof, 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 full amount of the said purchase price together with interest, to make, execute and deliver to the Purchaser a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of \$6,500.00 conveying the real property herein described subject only to the acts and omissions of the Purchaser under this contract; (2) within 30 days from the date of this contract to deliver to the Purchaser a policy of title insurance in the sum of \$6,500.00 insuring the interest of the Purchaser under this contract and subject only to the usual printed exceptions; (3) upon receiving the full amount of the purchase price together with interest, to make, execute and deliver to the Purchaser a warranty bill of sale to the personal property herein described; (4) to assume and pay any excise tax which may be levied on the sale of the said real property to the Purchaser under Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (5) that the Purchaser shall have possession of the above described real and personal property on or prior to December 25, 1953.

IT IS MUTUALLY AGREED that \$6,500.00 of the said purchase price shall be the consideration for the said real property and that \$2,000.00 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. 1953 general taxes shall be pro-rated between the Seller and the Purchaser as of December 15, 1953.

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.

If the Seller within six months after forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights hereunder, the Purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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

Henry Sessine (SEAL)

Blanche E. Sessine (SEAL)
Sellers

Ray L. McCafferty (SEAL)

Melba E. McCafferty (SEAL)
Purchasers

STATE OF WASHINGTON }
 } ss.
County of Skamania }

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 4th day of December, 1953, personally appeared before me Henry Sessine and Blanche E. Sessine, husband and wife, 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.

Rahel J. Salzen

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



- SCHEDULE "A" -

- 1 - 1948 Case Tractor with Tandem Disc, plow and single tooth harrow
- 1 - Drag Saw
- 1 - Norge Refrigerator
- 1 - Wood burning meal-master stove
- 1 round dining table
- 1 - kitchen table and 4 chairs
- 2 cots
- 2 - double beds, springs and mattresses
- 1 - Deepfreeze home freezer
- 1 - Davenco
- 1 - Overstuffed chair
- 1 - Occasional chair
- 2 rocking chairs
- 1 - chiffonier
- 1 - Dressing Table
- 5 - Occasional tables
- 1 - Writing desk
- 3 - Mirrors
- 1 - Floor Lamp
- 1 - Table lamp
- all curtains
- Andirons and fireplace screen
- Linoleum coverings on floors.

NO. 1026

SKAMANIA COUNTY
TRANSACTION EXCISE TAX

PAID DEC 7 1953

AMOUNT \$65.00

COUNTY TREASURER

BY Mabel J. Jeter
Mal Hadley, Deputy