

REAL ESTATE CONTRACT

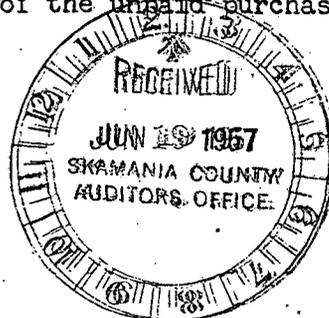
THIS CONTRACT, made this 12th day of June, 1957, between
 CHARLES J. JONES and VERA JONES, husband and wife, hereinafter called the "seller" and
 WALLACE LEROY NEWMAN and MARY LEE NEWMAN, hereinafter called the "purchaser,"
 husband and wife,
 WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

Beginning at the quarter corner on the north line of Section 29, Town-
 ship 3 North, Range 8 E.W.M.; thence east along the north line of the
 said Section 29 to a point 1050 feet west of the northeast corner of
 the northwest quarter of the northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of the said
 Section 29; thence south 219 feet; thence east 245 feet; thence south
 200 feet to the northerly line of that certain county road known and
 designated as Carson Creek Road; thence west following the northerly
 line of the said county road a distance of 315 feet more or less to
 the southeast corner of the tract of land conveyed to Clifford M. Dil-
 lingham by deed dated June 15, 1934, and recorded at page 431 of Book
 of Deeds, Records of Skamania County, Washington; thence north 418
 feet to the northeast corner of the said tract of land conveyed to
 Clifford M. Dillingham; thence west 200 feet; thence north 40 feet to
 the point of beginning;

SUBJECT TO water rights and existing water pipeline easements.

On the following terms and conditions: The purchase price is SEVEN THOUSAND TWO HUNDRED and
 No/100 ----- (\$ 7,200.00) dollars, of which
 FIVE HUNDRED FIFTY and No/100 ----- (\$ 550.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The balance of the purchase price in the sum of \$6,650.00 shall be
 paid in monthly installments of \$50.00 or more commencing on the
 12th day of July, and on the 12th day of each and every mon-
 th thereafter until the full amount of the purchase price together
 with interest shall have been paid. Said monthly installments do
 not include interest, and the purchasers shall pay at the time each
 installment becomes due interest on the unpaid balance of the princi-
 pal at the rate of 5% per annum. The purchasers reserve the right
 at any time while they are not in default under the terms and con-
 ditions hereof to pay any part or all of the unpaid purchase price
 plus interest then due.



No. 2181
TRANSACTION EXCISE TAX

JUN 19 1957
 Amount Paid \$ 72.00
 Daniel J. Jeter
 Skamania County Treasurer
 By Annette S. Hutchinson, Cpy

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect 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 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller ~~has delivered to the purchaser~~ ^{on full payment of the purchase price then} will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate ~~at~~ immediately and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, 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.

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 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 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.

Charles J. Jones (Seal)
Vera Jones (Seal)
Wallace Leroy Newman (Seal)
Mary Lee Newman (Seal)

STATE OF WASHINGTON,
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 12th day of June, 1957, personally appeared before me Charles J. Jones and Vera Jones, husband and wife,

to me known to be the individual(s) 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.

Rahut J. Salvison
Notary Public in and for the state of Washington,
residing at Stevenson therein.

52316



REAL ESTATE CONTRACT

FROM
Charles J. Jones et ux
TO
Wallace Leroy Newman et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

R. J. Salvison
OF *Stevenson, Wash.*
AT *2:15 P.M. June 19, 1957*
WAS RECORDED IN BOOK *43*
OF *Deeds* AT PAGE *389*
RECORDS OF SKAMANIA COUNTY, WASH.
BY *Lucylyn O'Neal* COUNTY AUDITOR
V. Ashby DEPUTY

REGISTERED <i>2</i>
INDEXED: DIR. <i>2</i>
INDIRECT:
RECORDED:
COMPARED:
MAILED:

MAIL TO