

REAL ESTATE CONTRACT

THIS CONTRACT, made this 27th day of November, 1964 between

Ann Stalter, a widow

hereinafter called the "seller" and

Lorren L Horsey and Pegge J Horsey, husband and wife 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 estate with the appurtenances, situate in Skamania County, Washington:

That portion of the Southwest quarter of Sec 6, Township 1 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

COMMENCING at a point on the northerly line of Cape Horn County Road, 671 feet due East of the West line of the said Section 6, thence North 370 feet; thence East 640 feet; thence South 380 feet, more or less, to the intersection with the Northerly line of the said Cape Horn County Road thence in a Westerly direction following the Northerly line of the said road to the point of beginning.

On the following terms and conditions: The purchase price is (\$ 7,500.) dollars, of which Seven thousand five hundred and no/100 (\$ 500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Beginning on the 1st day of January, 1965, and on the same day of each and every month thereafter, the sum of \$75. or more, including interest at 7% upon balances remaining unpaid from time to time. Taxes and insurance to be paid in addition to the above payments.

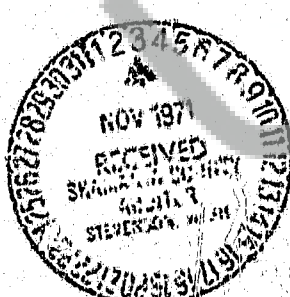
No.

TRANSACTION EXCISE TAX

NOV 17 1964

Amount Paid 75.00

Michael J. Bennett
Skamania County Treasurer
By Beverly G. Phillips, Secy.



Possession Nov 1, 1964

The purchaser agrees to pay before delinquency all payments of whatsoever nature, required to be made upon or by reason of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all other charges, on the premises, hereafter become a lien on the premises; and also all taxes which are levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, and to keep the buildings now and hereafter placed upon the premises unencumbered by any lien or claim of any kind, except such as may be required to be delivered to the mortgagee; and to keep the buildings and 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 fails to pay before delinquency any taxes or assessments or any payments 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 added to 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.

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of November, 1964 between

Ann Stelter, a widow hereinafter called the "seller" and
 Lorren L Horsey and Pegge J Horsey, husband and wife 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 estate with the appurtenances, situate in Skamania County,
 Washington:

That portion of the Southwest quarter of Sec 6, Township 1 North,
 Range 5 East of the Willametter Meridian, more particularly described
 as follows:

COMMENCING at a point on the northerly line of Cape Horn County
 Road, 671 feet due East of the West line of the said Section 6,
 thence North 370 feet; thence East 640 feet; thence South 380
 feet, more or less, to the intersection with the Northerly line
 of the said Cape Horn County Road; thence in a Westerly direction
 following the Northerly line of the said road to
 the point of beginning.

On the following terms and conditions: The purchase price is
 Seven thousand five hundred (\$ 7,500.) dollars, of which
 Five hundred and no/100 (\$ 500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Beginning on the 1st day of January, 1965, and on the same day of
 each and every month thereafter, the sum of \$75. or more, including
 interest at 7% upon balances remaining unpaid from time to time.
 Taxes and insurance to be paid in addition to the above payments.

No.

TRANSACTION EXCISE TAX "

NOV 17 1964

Amount Paid \$5.00

Mildred S. Rossmore

Skamania County Treasurer

By Secretary of the County plg.

Possession Dec 1, 1964

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 grantees, 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 payments 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, or within ten days herefrom 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 on Dec 1, 1924 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.

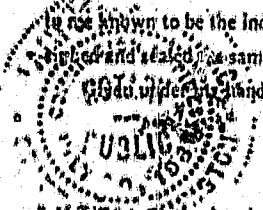
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Ann M. Stelte (Seal)
John J. Stelte (Seal)
John J. Stelte (Seal)
..... (Seal)

STATE OF WASHINGTON }
County of Clark }

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 7 day of November, 1924, personally appeared before me Ann Stelte

known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



John J. Stelte
Notary Public in and for the state of Washington,
residing at Clark

PUGET SOUND
TITLE INSURANCE CO.

74116

Filed for Record at Request of

Name
Address
City and State

REGISTERED
INDEXED
RECORDED
COMPARED
SERIALIZED

STATE OF WASHINGTON
COUNTY OF CLARK
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
John J. Stelte
OF Clark
AT 7:35 AM Nov 12 1924
WAS RECORDED IN BOOK 63
OF Clark AT PAGE 110
RECORDED IN CLERK'S OFFICE
CLERK'S OFFICE

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, or within ten days herefrom 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 on 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.

Ann M. Stelte (Seal)
John T. Stelte (Seal)
George P. Stelte (Seal)
 (Seal)

STATE OF WASHINGTON,

County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 7 day of November, 1964, personally appeared before me, Ann Stelte

known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington,

residing at Camas

PUGET SOUND
 TITLE INSURANCE COMPANY

74106

Filed for Record at Request of

Name

Address

City and State

REGISTERED	<u>E</u>
INDEXED: DIR	<u>E</u>
INDIRECT	<u>E</u>
RECORDED	<u>E</u>
CORRELATED	<u>E</u>
FILED	<u>E</u>

STATE OF WASHINGTON COUNTY OF CLARK	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>John T. Stelte</u> OF <u>Stimmes</u> AT <u>8:35 A.M. Dec 13</u> 19 <u>64</u> WAS RECORDED IN BOOK <u>63</u> OF <u>Clark</u> COUNTY PAGE <u>4728</u> RECORDS OF CLARK COUNTY, WASH.	
<u>W. H. Stelte</u> COUNTY CLERK	