## REAL ESTATE CONTRACT

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THIS CONTRACT, made this "47.75

November . 1944

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Ann Staltor, a widow

bereinister celled the "seller" and

Lorren L Horsey and Pegge J Horney, husband and wife seminaster called the "purshister."

WITNESSETH: The relier agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situale in Washington:

Skanlania

County.

That portion of the Southwest quarter of Sec 6, Township I North, Range 5 East of the Willametter Meredian, more particularly described As follows the same with the same

COMMENCING at a point on the northerly line of Cape Horn County
Road, 671 foot due Mast of the West line of the Maid Section 6,
thomas North 370 feet; thence East 640 feet; thence South 380
feet, more or less, to the intersection with the Northerly line
of the maid Cape Horn County Road thence in a Westerly direction
Exceptimental December 10 following the Northerly line of the maid road to the point of beginnings

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 thermafter, 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.

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TRANSACTION EXCISE TAX

NOV 1. 7 1964
Amount Paid 75 00 Properties Stamania County Treasurer Security Arthracing Arthracing App.

23.45 R 7 RG 10V 1971 40: 21 x 3

Possessalon West L. 1954

The purchases appear of the flat before delinguerry all payments of whatsoever nature, required to be made upon or by area of value country green, if say; also all taxes and assessments which are above assumed by him, if any, and all value of value there grantor and provide therefore become a lieu on the premises; and also all taxes which any plantable of the myled or imposed upon, or by reason of this contract or the obligation thereby evidenced, are provided to the premises and thereby evidenced, are provided to the premises and the reason in an instantable boat or all harde by fire, to the full inspecific of the mortgages, the seller, and the purchaser, as their provided there is a the proposition of the proposition until the purchase price is fully take, and to deliver to seller the insurance political through a proposition until the purchase price is fully taked, and to the mortgages; (3) to keep the buildliften and also be permit waster and (4) and to which a provided purpose.

(3) to keep the buildliften and also be the purchase provides in good repair and not to permit waster and (4) and to which a provided purpose.

In the event that discounteries the fail to pay before Wellandoney any taket or assessments or any take.

In the event that the parchiser the I fall to pay believe flathingency any taxet or arressments or any payments bequired to be made an account of the morrouge, or to include the premises as above provided, the seller may may such tative and assessments, make such payments, and effect such insurance, and the arrounts paid therefor by him shall be followed a total of this parchase prize and therefor payable forthwith with interest in the rate of 10 per cent per annual until paid, without prejudice to other eights of seller by mason of such failure.

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## REAL ESTATE CONTRACT

THIS CONTRACT, made this

day of November, 1964

hetween

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 appurtuances, situate in Washington:

Skamania

County,

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

COMMENGING at a point on the nort erly line of Cape Horn Gounty 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 Exercise Exercis

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 1% upon balances remaining unpaid from time to time. Taxes and insurance to be paid in addition to the above payments.

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TRANSACTION EXCUSE TAX

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Possession Dec 1,1964

The purchaser agrees: (1) to pay before delinquency all paymen's of whatsoever nature, required to be made upon or by virtue of said inortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and granter, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contrast 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 mortgage, 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 mortgage; (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 up at the premises, or of the taking of any part of the property for public use; that no such damage or taking aball 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 stims of money which the seller may be required to append 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 specilied, to execute and deliver to purchastr a died to the property, purranty 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 Puge. 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 sa 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, of the sermination of payment or renewal of virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation to execute any mortgage providing for a deficiency indigment against the seller, or accurage a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or hearing 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 centract; (3) that the purchaser shall have possession of the real estate on and be entitled to retain possession so long as our chaser is not in default and be entitled to retain possession so long as purchaser is not in default in carrying our fine ferms 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 piaced 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 contrace the day and year first above written.

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County of Clark	***		<b>Y</b>	P
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The purchaser agrees to assume all risk of dame to so 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, of 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 spedeed to the property. cified, to execute and deliver to purchaser a excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafte, through any person other than the seller.

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In Witness Whereof the parties have signed and scaled this contract the day and year first above written, سسارے بھو کار

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STATE OF WASHINGTON, County of	are of Washington, hereby co	ertily that on this
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Filed for Record at Request of	REGISTERED E.	WAIT THEOROGO BY BOOK 6-3
Name	INDIRECTION	OF MILE WASH 4412-8
Address	RECORDED:	RECORDS OF EXAMANIA COUNTY, WASH
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