

WITNESS, my hand and official seal this 5th day of June, 1951.

(Notarial Seal affixed)

Jos. E. Hall.
Notary Public in and for the State of Washington
residing at Vancouver therein.

\$15.95 USIR Stamps and \$14.50 State Stamps affixed, cancelled "JB 9-26-51"

NO. 37 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JUN 22 1951 AMOUNT \$144.00 COUNTY TREASURER Mabel J Jeter

Filed for record September 26, 1951, at 9-49 a. m. by John Bloomquist.

John C. Wackler, Jr.
Skamania County Auditor

#43024

William R. Acton, et ux to Charles M. Mann, et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 20th day of September, 1951 between William R. Acton and Frances M. Acton, husband and wife hereinafter called the "seller" and Charles M. Mann and Leah M. Mann, husband and wife, BOX 111, Washougal, Wash. 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:

The Northwest quarter of the Northwest quarter of Section 2, Township 1 North, Range 5, E.W.M., and; Commencing at a point in the center of the county road 7.56 chains North of the quarter section corner on the line between Sections two and three in said Township and Range and running thence North 18 degrees, 25' East six chains; thence North 58 degrees, 38' East 4.71 chains; thence North 58 degrees 16' East 2.02 chains; thence North 56 degrees, 15' East 2 chains; thence North 61 degrees 18' East 1.87 chains; thence South 87 degrees 3' East 9 chains; thence North 1.77 chains thence West 20 chains to the section line between sections two and three in said township and range; thence South 12.87 chains to the point of beginning, and; The Southeast quarter of the Southwest quarter and the West one half of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 35, Township 2 North Range 5 E.W.M. EXCEPTING therefrom all water rights and easement rights reserved by James H. Miller and Lillie Gunther Miller as set forth in deed of conveyance dated January 14, 1908, recorded in Volume "L" of Deeds at page 14, Records of Deeds in Skamania County, Washington.

On the following terms and conditions: The purchase price is Eighty Five hundred and no/100 (\$8500.00) dollars, of which One Thousand and no/100 (\$1000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

One Thousand dollars or more on or before the first day of October, 1952.
One Thousand dollars or more on or before the first day of October of each and every year thereafter until the full purchase price, plus interest at six per cent per annum, has been paid. Interest is to be computed on unpaid balances at time of payment, deducted first from each payment and balance of payment applied on principle. Timber may be cut before complete payment for property has been made, providing written consent of seller is secured with provisions therein to apply all proceeds from sale of such timber to balance of purchase price, above and beyond the regular payments due under this contract. Seller reserves the right to pay off balance due under contract at any time he is not in default under said contract.

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 interest 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 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 October 1, 1951 and be entitled to retain possession so long as purchaser is not in default in carrying out ther 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 expenses 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.

William R Acton (Seal)

Frances M. Acton (Seal)

Charles M. Mann (Seal)

Leah M. Mann (Seal)

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 26th day of September 1951, personally appeared before me William R. Acton and Frances M. Acton 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.

(Notarial Seal affixed)

Robert J. Salvesen
Notary Public in and for the state of Washington,
residing at Stevenson

NO. 168 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID SEP 26 1951 AMOUNT 85.00 COUNTY TREASURER BY Julia Lee, Dep.

Filed for record September 26, 1951 at 3-45 p. m. by C. E. Chanda.

John C. Wachter
Skamania County Auditor

#43026

R. W. Ogle, et ux to Jane Hansen

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That R. W. Ogle and Elma Ogle, his wife, ^{grantors} in consideration of Ten (\$10.00) no/100 Dollars, and other good and valuable consideration to them paid by Jane Hansen 1735 N. E. Marine Drive, Portland Oregon, grantee do hereby grant, bargain, sell and convey unto the said grantee, her heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Skamania and State of Washington bounded and described as follows, to-wit: