

The north half of section 14 T. 3 N. Range 8 East W. M., excepting 17 acres more or less deeded to B. E. Larsen and recorded in Deed record of Skamania County, State of Washington.

To Have and to Hold the above described and granted premises unto the said grantee, her heirs and assigns forever.

And the grantors do covenant that they are lawfully seized in fee simple of the above granted premises free from all incumbrances, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hands and seals this 1st day of September, 1951.

R. W. Ogle (SEAL)

Elma Ogle (SEAL)

STATE OF OREGON,)
County of Lincoln) ss.

On this 1st day of September, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named R. W. Ogle and Elma Ogle, his wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal affixed)

Ernest R. Blair
Notary Public for Oregon.
My Commission expires Oct. 8, 1954

\$9.35 USIR Stamps and \$8.50 State Stamps affixed, cancelled "SCATCo RJS 9-27-51"

NO. 169 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID SEP 27 1951 AMOUNT \$85.00 COUNTY TREASURER BY Mabel J Jeter

Filed for record September 27, 1951 at 10-00 p. m. by R. J. Salvesen.

John C. Wackter
Skamania County Auditor

#43041

Roy R. Howell, et ux to Harvey F. Hammell, et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 29th day of October, 1949 between Roy R. Howell and Hulda D. Howell, husband and wife hereinafter called the "seller" and Harvey F. Hammell and Fern E. Hammell 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:

Lot four (4) in Block two (2) of Bonnevista Addition to the Town of North Bonneville, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Free of incumbrances, except: No exceptions

On the following terms and conditions: The purchase price is Six thousand and no/100 (\$6000.00) 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:

In monthly installments of not less than \$75.00 each, the first installment to be paid on the 1st day of January, 1950, and a like installment on the 1st day of each month thereafter, with interest on unpaid balances at the rate of 6% per annum payable semi-annually. The purchasers shall have the right to pay, and be credited for, any installment of principal before the due date thereof.

The purchaser agrees: (1) to pay before delinquency 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 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 December 1st 1949 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.

Roy R Howell (Seal)

Hulda D. Howell (Seal)

Harvey F Hammell (Seal)

Fern E Hammell (Seal)

STATE OF WASHINGTON,)
County of Skamania) ss.
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I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29th day of October 1949, personally appeared before me Roy H. Howell and Hulda D. Howell, 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.

(Notarial Seal affixed)

Raymond C Sly
Notary Public in and for the state of Washington,
residing at Stevenson

NO. 172 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 1-1951 AMOUNT Exempt COUNTY TREASURER BY Mabel J Jeter

Filed for record October 1, 1951 at 3-00 p. m. by R. J. Salvesen.

John C. Wachter
Skamania County Auditor