

**WASHINGTON
TITLE INSURANCE
COMPANY**

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 20th day of January, 1953,
between JOSEPH ALBERT MEYERS and JOANN ARDELL MEYERS, husband and wife,

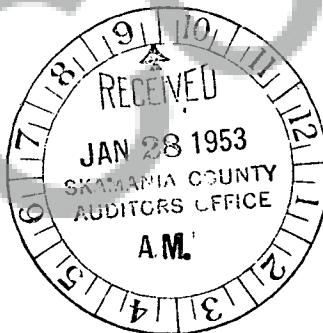
hereinafter called the "seller," and CLAUDE SFELTER and ANN M. SFELTER, husband and wife,
whose address is Route 1, Box 534, Washougal, Washington,
hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of Skamania State of Washington, to-wit:

That portion of the Southwest quarter of Section 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 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

The terms and conditions of this contract are as follows: The purchase price is Five thousand five hundred dollars - - - - - (\$5,500.00) Dollars, of which One thousand and No/100 - - - - - (\$1,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The balance of the purchase price in the amount of Four thousand five hundred dollars (\$4,500.00) shall be due and payable in monthly installments of Fifty dollars (\$50.00) or more at Purchasers' option, including interest on the unpaid balance from time to time computed at the rate of six per cent (6%) per annum, provided, however, that the unpaid balance hereof shall not bear interest for the first six (6) months hereof. The monthly payments above provided shall commence on February 2, 1953, and shall continue on the same day of each month thereafter until the entire unpaid balance of the purchase price and interest shall be paid in full.



NO. 675
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JAN 21 1953
AMOUNT \$55.00
COUNTY TREASURER
BY M. A. G. G. G.

The purchaser is entitled to take possession of said premises on execution and delivery of this contract.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **Warranty** deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Route 1, Box 534, Washougal, Washington,

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

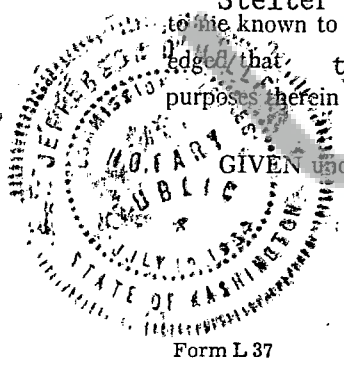
IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Joseph Albert Meyers (SEAL)
Joann Ardell Meyers (SEAL)
Claude Stelter
Ann M. Stelter (SEAL)

STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me Joseph Albert Meyers, Joann Ardell Meyers, Claude Stelter and Ann M. Stelter, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of January, 1953.



Jefferson B. Miller
Notary Public in and for the State of Washington,
residing at Camas, therein.

Form L 37

44930

Real Estate Contract

FROM

Joseph Albert Meyers et ux

TO

Claude Stelter et ux

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Jefferson B. Miller

OF

AT 9:30 AM Jan 29 1953

WAS RECORDED IN BOOK 36

OF Deed AT PAGE 148

RECORDS OF SKAMANIA COUNTY, WASH.

Claude Stelter

COUNTY AUDITOR
BY FLETCHER DANIELS ABSTRACT CO.

1105 Main Street

VANCOUVER, - WASHINGTON

WASHINGTON TITLE INSURANCE

COMPANY

SEATTLE WASHINGTON

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| INDEXED: DIR. | |
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