

THIS CONTRACT, made this 15th day of April, 1953 between Andrew E. Rippy and Isabel L. Rippy, husband and wife hereinafter called the "seller" and Morgan M. Mahieu and Virginia N. Mahieu, husband and wife, Underwood, Washington 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 Southeast quarter of the Northeast quarter, and the North one-half of the Northeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 10 E.W.M.

Subject to easements granted to the Northwestern Electric Company for a pipe line, to Skamania County for road rights of way, to Harry J. Card for a pipe line and to Skamania County Public Utility District #1 for water service.

On the following terms and conditions: The purchase price is Thirty One Hundred dollars of which Five Hundred 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 or before May 11, 1953 fifty dollars or more will be paid monthly until the full purchase price has been paid plus interest at the rate of six per cent per annum. Interest is to be computed monthly on unpaid balance, deducted first from each payment with remainder applied on principal. Purchaser reserves the right to pay off balance of contract plus interest at any time he is not in default under same.

It is mutually understood that at the time of execution of this contract the above described real property is encumbered by a mortgage in favor of J.W. Marsh, a single man, dated December 19, 1949 and recorded at page 180 of Book Y of Mortgages, records of Skamania County, Washington. The seller covenants to and with the purchaser that the said mortgage is in good standing and not in default; and the seller agrees to indemnify and hold the purchaser harmless from and against any loss, damage or costs arising out of or connected with the failure of the seller to perform the covenants of the said mortgage in the manner and at the time specified therein. In the event that the seller does not perform the covenants of the said mortgage in the manner and at the time therein specified, the purchaser reserves the right to perform the covenants and pay the monthly installments on the mortgage and apply any sums so expended on the purchase price set forth in this contract. The purchaser does not, however, assume the said mortgage; but the seller hereby consents to application upon the purchase price of this contract any funds expended by the purchaser on said mortgage in accordance with the terms and provisions of the foregoing paragraph. It is also understood and agreed that if the purchaser should elect to pay off this contract in full, such funds shall be immediately used to pay off said mortgage so a Warranty deed may be given to purchaser free and clear of said mortgage.

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; (5) not to remove any standing or fallen timber from the property, except for household purposes, without written consent of owner.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments, 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 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, 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 May 1, 1953 and be entitled to retain possession of the real estate 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.

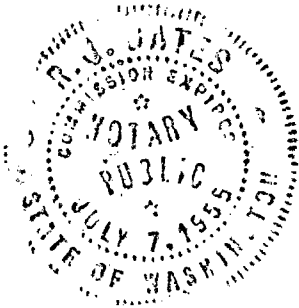
NO. 774  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID APR 22 1953  
AMOUNT \$31.00  
COUNTY TREASURER  
BY Mabel J. J. Jr.  
Mabel Hadley Dep.

Andrew E. Rippy (Seal)  
Isabel L. Rippy (Seal)  
Margaret M. Rippy (Seal)  
Virginia D. Mahieu (Seal)

STATE OF WASHINGTON )  
County of *Skamania* ) ss.

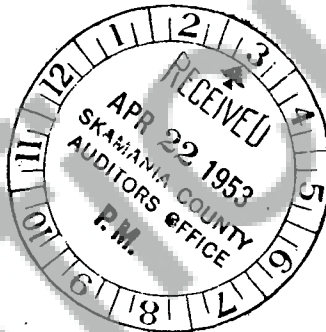
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this *20<sup>th</sup>* day of April, 1953, personally appeared before me Andrew E. Rippy and Isabel L. Rippy, husband and wife, to me known to be the individuals described in and who executed the foregoing 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.



*R. J. Butts*  
Notary Public in and for the  
State of Washington.  
residing at

*Bingen*



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