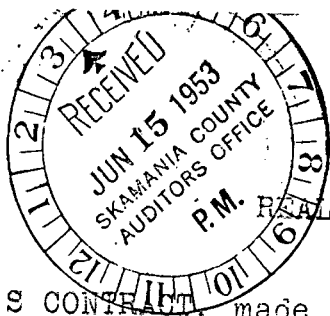


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BOOK

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REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of June, 1953 between Karl E. Swanson and Martha Swanson, husband and wife, hereinafter called the "seller" and Charles W. Thrapp and Doris I. Thrapp, husband and wife, North Bonneville, 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:

Beginning at a point which is 801.1 feet South and 919.18 feet West of the Northeast corner of Section 21, Township 2 North of Range 7 E.W.M., and running thence North $0^{\circ}48'$ West 200 feet; thence North $79^{\circ}51'$ West 150 feet; and thence North $0^{\circ}48'$ West 90 feet to a point which is the true point of beginning of the tract herein described; and running thence North $79^{\circ}51'$ West 67.82 feet; thence North $9^{\circ}18'$ West 31.23 feet; thence South $79^{\circ}51'$ East 72.52 feet; and thence South $0^{\circ}48'$ East 30 feet to the place of beginning, said tract being designated as Lot 9 in Block 12 of the unrecorded plat of the Town of North Bonneville.

Beginning at a point which is 801.1 feet South and 919.18 feet West of the Northeast corner of Section 21 in Township 2 North of Range 7 E.W.M. and running thence North $0^{\circ}48'$ West 260 feet and thence North $79^{\circ}51'$ West 120 feet to a point which is the true point of beginning of the tract herein described; and running thence North $79^{\circ}51'$ West 30 feet; thence North $0^{\circ}48'$ West 60 feet; thence South $79^{\circ}51'$ East 30 feet; and thence South $0^{\circ}48'$ East 60 feet to the place of beginning; said tract being designated as Lot 10 in Block 12 of the unrecorded plat of the Town of North Bonneville.

Beginning at a point which is 801.1 feet South and 919.18 feet West of the Northeast corner of Section 21 in Township 2 North of Range 7 E.W.M., and running thence North $0^{\circ}48'$ West 200 feet; thence North $79^{\circ}51'$ West 150 feet; and thence North $0^{\circ}48'$ West 60 feet to a point which is the true point of beginning of the tract herein described; and running thence North $79^{\circ}51'$ West 63.12 feet; thence North $9^{\circ}18'$ West 31.24 feet; thence South $79^{\circ}51'$ East 67.82 feet; and thence South $0^{\circ}48'$ East 30 feet to the place of beginning, said tract being designated as Lot 8 in Block 12 of the unrecorded plat of the Town of North Bonneville.

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 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; (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 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 C. E. Thrapp
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by the seller by reason hereof 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 purchaser and seller agree on the following terms and conditions: The purchase price is Fifty Five Hundred Dollars (\$5500.00) of which Two Thousand Dollars (\$2000.00) has been paid, the receipt of which is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: On or before six months from June 1, 1953, Remainder of purchase price will be paid in cash plus interest at the rate of six per cent per annum, or, instead of all cash, seller will accept a good contract on sale of purchaser's present home in Washougal, Washington as part or full payment of the balance of purchase price depending on amount then payable under said contract.

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) 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; (2) that the purchaser shall have possession of the real estate on June 10, 1953 and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (3) 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.

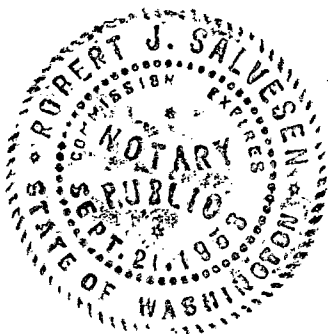
Karl E Swanson (Seal)
Martha Swanson (Seal)
Charles H. Thrapp (Seal)
Doris Thrapp (Seal)

STATE OF WASHINGTON
 County of Skamania

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 12th day of June, 1953, personally appeared before me Karl E. Swanson and Martha Swanson, 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.



Robert J. Salvensen

Notary Public in and for the
State of Washington,
residing at

Stevenson, Washington

NO. 851
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUN 15 1953
AMOUNT \$55.00
COUNTY TREASURER
BY *Mabel J. Guter*
Mae Hadley, Dep.