

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of March, 1956, between

BRYANT M. WILLIAMS and SARAH E. WILLIAMS, hereinafter called the "seller" and
husband and wife,VANCE R. GUTHRIE and ELIZABETH E. GUTHRIE, hereinafter called the "purchaser,"
husband and wife,

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:

Commencing at a point 287.5 feet west and 1264.21 feet north of the quarter corner on the south line of Section 36, Township 3 North, Range 7 E.W.M., said point marking the intersection of the center lines of Chesser Road and Rock Creek Springs Road; thence north 60° 31' west following the center of the said Rock Creek Springs Road 75.3 feet; thence south 11° 59' west 146.3 feet; thence south 78° 01' east 67.3 feet; thence north 16° 15' east 122.9 feet to intersection with the center of the said Rock Creek Springs Road; thence north 60° 31' west 5 feet to the point of beginning;

SUBJECT TO right of way for Rock Creek Springs Road aforesaid.

~~Subject to a mortgage made by Bryant M. Williams and Sarah E. Williams, husband and wife, to Camas Branch, National Bank of Commerce of Seattle, a corporation, dated February 4, 1955, and recorded February 8, 1955, at page 161 of Book 30 of Mortgages, Records of Skamania County, Washington, given to secure a promissory note in the sum of \$6,400.00, which said note and mortgage the purchasers agree to assume and pay as a portion of the purchase price hereinafter stated.~~

Subject to a mortgage made by Bryant M. Williams and Sarah E. Williams, husband and wife, to Camas Branch, National Bank of Commerce of Seattle, a corporation, dated February 4, 1955, and recorded February 8, 1955, at page 161 of Book 30 of Mortgages, Records of Skamania County, Washington, given to secure a promissory note in the sum of \$6,400.00, which said note and mortgage the purchasers agree to assume and pay as a portion of the purchase price hereinafter stated.

On the following terms and conditions: The purchase price is EIGHT THOUSAND TWO HUNDRED and No/100- - - - - (\$8,200.00) dollars, of which ONE THOUSAND and No/100- - - - - (\$ 1,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of \$7,200.00 in part by assuming and paying according to the terms and conditions thereof a mortgage made by Bryant M. Williams and Sarah E. Williams, husband and wife, to Camas Branch, National Bank of Commerce of Seattle, a corporation, on which said mortgage there remains unpaid in principal the sum of \$6,197.75 plus interest from March 1, 1956; and the purchasers further agrees to pay the balance remaining of said purchase price in the sum of \$1,002.25 in monthly installments of \$20.00 or more commencing on the first day of May, 1956, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest, if any, has been paid. The said monthly installments shall bear no interest if paid promptly when due, but if not so paid shall bear interest at the rate of 8% per annum.

1956 taxes and prepaid fire insurance premiums shall be pro-rated between the sellers and the purchasers as of the date on which possession is delivered to the purchasers. The purchasers shall not assign this contract without the prior written consent of the sellers..

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 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 shall, on payment in full of the purchase price, 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 or before April 1st, 1956 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.

1294
TRANSMISSION CASE IX
MAR 12 1956
Amount Paid \$82.00
Mabel J. Jeter
Clerk of the Court
Puyallup, Wash.

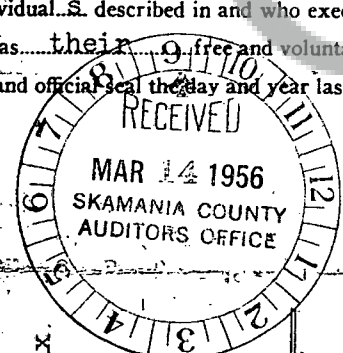
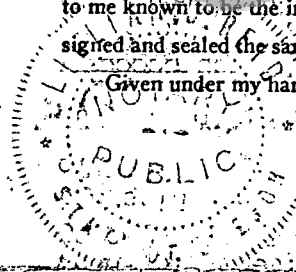
Bryant M. Williams (Seal)
Sarah E. Williams (Seal)
Vance R. Guthrie (Seal)
Elizabeth E. Guthrie (Seal)

Oregon
STATE OF WASHINGTON
County of Josephine ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of March, 1956, personally appeared before me

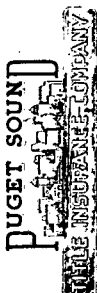
Bryant M. Williams and Sarah E. Williams, husband and wife,
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



William H. Reid
Notary Public in and for the state of Washington, Oregon
residing at Grants Pass, Oregon
Comm. Expires Sept. 23, 1957

50212



REAL ESTATE CONTRACT

FROM
Bryant M. Williams et ux.

TO
Vance R. Guthrie et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Salveaux

OF Stevenson, Wash

AT 9-15 A. M. March 14 1956

WAS RECORDED IN BOOK 41

OF Deed AT PAGE 346

RECORDS OF SKAMANIA COUNTY, WASH.

W. J. Berg

COUNTY AUDITOR

M. K. Kelly

DEPUTY

REGISTERED	K
INDEXED - DR	K
INDIRECT	K
RECORDED	
COMPARED	
MAILED	

MAIL TO