

REAL ESTATE CONTRACT

THIS AGREEMENT made this 5th day of May, 1956, between ANNA CRISPIEN, a widow, hereinafter called "Seller," and ELTON C. MAMSKE, of 721 S.W. 4th Avenue, Portland, Oregon, hereinafter called "Buyer," WITNESSETH:

## I.

That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the seller agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate situate in Skamania County, Washington, to-wit:

The South Half of the Southeast Quarter (S $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 32, Township 2 North, Range 5 E.W.M.; containing 80 acres, more or less.

## II.

PURCHASE PRICE: The purchase price for said real estate is the sum of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars, of which the Buyer has this day paid the sum of Sixty-six and 49/100 (\$66.49) Dollars as down payment and earnest money, receipt of which is hereby acknowledged by the seller. The balance of \$1,433.51 due to the seller shall be paid in twenty-three (23) equal monthly installments of \$66.49 each, unless said purchase price be paid sooner. Such installment payments shall commence on the 1st day of June, 1956, and become due on the 1st day of each month thereafter. All such installments include interest on the unpaid balance from time to time at the rate of six (6%) per cent per annum.

Buyer reserves the right to pay the balance due on this contract in full at any time without penalty.

All payments under this contract shall be made to the seller at Washougal, Washington, or at such other place as the seller shall in writing direct.

## III.

POSSESSION: Possession of said premises shall be delivered to the buyer upon the execution of this contract.

IV.

PREPAID TAXES AND FIRE INSURANCE: The 1956 real estate taxes and any prepaid fire insurance shall be pro-rated between buyer and seller as of the date of possession.

V.

BUYER'S COVENANTS: Buyer agrees to make the payments herein mentioned in the manner and on dates named; to keep the property covered by this contract in the condition as it stands at the date of this contract, and to pay the purchase price agreed upon regardless of any loss, destruction or damage to the said property by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof, to permit the seller or her agents to enter upon said premises at any reasonable time to inspect the same, to pay seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatever kind and nature, which may hereafter be lawfully imposed upon said premises, and agrees not to permit or suffer any part of said premises to become subject to any assessment, lien charges or encumbrance whatsoever having or taking precedence over the rights of seller in and to said property; not to remove the buildings or other improvements without the written consent of the seller, nor to permit any waste, destruction or other damage to the premises.

Should the buyer fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the seller may pay the same and such sums as may be so paid by seller shall be secured by this contract and the said sums shall be repaid by the buyer to the seller with interest thereon from each respective date of advancement until paid at the rate of six (6%) per cent per annum, payable semi-annually.

VI.

DEED AND TITLE INSURANCE: Seller agrees to execute and deliver to buyer within 30 days after final payment on this contract a Warranty Deed conveying said property to the buyer free and clear from all encumbrances as of the date of the execution of this contract, except those mentioned herein. The seller is at this time

procuring and delivering to buyer a Purchaser's Policy of Title Insurance and shall have no obligation to give further proof of her title.

VII.

ASSIGNMENT: It is agreed that no assignment of this contract shall be valid unless the same shall be consented to by the seller in writing, and any attempted assignment or leasing by the buyer shall be void unless consented to as above provided.

VIII.

FORFEITURE: Time is of the essence of this contract, and if the buyer shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the buyer to be performed, then the seller shall have the right to declare this contract null and void; and if the buyer shall fail to make good such default within fifteen (15) days after the seller shall have served a written notice of declaration of forfeiture by delivering said notice to the buyer or mailing same by registered mail to said buyer at his last known address or to the address given on this contract, at the seller's option, then, and in that event, all of the rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revert in, the seller, without further action on the part of the seller and without any right of the buyer to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the seller under this contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the seller in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the seller for the buyer's failure to complete this contract.

IX.

OTHER REMEDIES: As an alternative to declaring a for-

feiture for any such default, seller may, at her election, bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the seller and repayable by the buyer, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the buyer, are independent of the covenant to make a deed.

Or seller may, in the event of such default, at her election, declare the entire unpaid balance immediately due and payable and bring such action or actions as she may deem appropriate to effect collection thereof.

It is agreed that any 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.

X.

COURT COSTS AND ATTORNEY'S FEES: In any action by the seller to procure an adjudication of the termination of buyer's rights under this contract or to recover any intermediate installments or any advances repayable to seller, or in any action to recover the unpaid balance on this contract or to enforce any other rights of seller hereunder, buyer agrees to pay the expenses of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

XI.

REPRESENTATIONS: Buyer has inspected the property sold herein and has found the same to be to his satisfaction and he agrees that no promises, representations, statements or warranties, expressed or implied, shall be binding on the seller unless expressly contained herein.

XII.

WAIVER: No assent, express or implied, by seller to any breach of purchaser's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other



covenants.

XIII.

TIMBER: There is a quantity of merchantible timber on the above described premises. Seller and buyer agree that buyer shall have the right to sell said timber, provided he shall pay the net proceeds of any such sale to seller. Any amounts so paid shall be credited to the contract balance, but shall not relieve buyer from making his regular month installment payments until the purchase price is paid in full.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 5<sup>th</sup> day of May, 1956.

Anna Crispian  
SELLER

Elton C. Manske  
BUYER

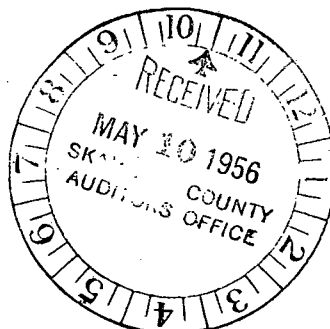
STATE OF WASHINGTON)  
County of Clark ) ss.

On this day personally appeared before me ANNA CRISPIEN, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>th</sup> day of



Hugh A. Snapp  
Notary Public for the State of Washington, residing at Camas, therein.



1863  
MAY 10 1956  
Amount Paid \$1500  
Malcolm J. Jeter  
Annette S. Hutchinson  
Deputy