REAL ESTATE CONTRACT

day of 25th THIS CONTRACT, made this

August, 1956,

between

INA FOLLIE GORDON, dealing with her separate property,

hereinafter called the "seller" and

hereinafter called the "purchaser,"

hereinafter called the "purchaser," husband and wife,
WIINESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

eller the following described real estate with the appurtenances, situate in Skamania County,

Beginning at the northwest corner of the Northeast Quarter (NE1/4) of Cection 20, Township 3 North, Range 8 E.W.M.; thence east 39 rods; thence south 82 rods; thence west 39 rods; thence north 82 rods to the point of beginning; said tract containing 20 acres more or less.

TOGETHER WITH the farm equipment and tools located on said real property, consisting of Fordson tractor, power sprayer, plow, disc and harrow.

Ecce of mound annex x x oppxx

NO. COUNTY on excise tax # 7200 COL EASURER

SEVEN THOUSAND FIVE HUNDRED On the following terms and conditions: The purchase price is) dollars, of which **---** (\$ 7,500.00 SIX HUNDRED and No/100 - 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 unpaid balance of the purchase price for said real and personal property in the sum of \$6,900.00 as follows: The sum of \$3,000.00 or more in one installment due December 1, 1956; and the balance remaining thereafter in annual installments of \$500.00 or more plus interest at the rate of five per cent per annum computed on the annual balances of unpaid principal, said annual installments of principal and interest to be paid on December 1, 1957, and on December 1st of each and every year thereafter until the full amount of the purchase price and interest shall have been paid.

Title to the above described personal property shall remain in the seller until the purchase price is paid in full, and said farm equipment shall be valued at \$300.00 for purposes of computing the 1% excise tax and determining the amount of documentary stamps to be affixed to the conveyance and the amount of the title insurance policy.

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 As all taxe which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation erely evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises tacea engly 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 parchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the surance 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 tail reconsideration, but in case of such damage or taking, all moneys received by the seller by reason thereof be applied as a payment on account of the purchase price of the property, less any sums of money which " seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilted is or restoration of such improvements. The seller agrees, upon receiving full payment of the purchase price and interest in the marker and cified, to execute and deliver to purchaser a warranty excepting such part thereof which may hereafter be condemned, if any, free of incumbra are above mentioned, and any that may accrue hereafter through any person other than the seller on full payment of the purchase price.

The seller kaskdolikekodookxwithinxkanxdayxxdookixoxx will procure and deliver, to the price. policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchase amount of said purchase price against loss or damage occasioned by reason of defect in in in against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance in the me is not to be subject. The parties agree: (1) to execute all necessary instruments for the extension of payment or recessary said mortgage during the period prior to the delivery of said deed, or the termination of pure several said mortgage during the period prior to the delivery of said deed, or the termination of pure several said mortgage during the period prior to the delivery of said deed, or the termination of pure several said deed, or the termination of th virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal of gation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a servery indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest that than two per cent greater than that of the original mortgage indebtedness; (2) that the pur haver has note full inspection of the real estate and that no promise, agreement or representation respecting the condition is any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of such tional improvements thereon, shall be binding unless the promise, agreement or representation be in arr ing and made a part of this contract; (3) that the purchaser shall have possession of the real estate one and be entitled to retain possession so long as purchaser is not in default immediately 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 In Witness Whereof the parties have signed and sealed this contract the day and year first above written Alax i'm éste 7,7 1955 ~~U~!! (Seal) (Seal) STATE OF WASHINGTON, County of Skamania I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 25th day., personally appeared before me. August, 1956, Ida Hollis Gordon to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that ... she Given that my hand and official seal the day and year last above written. Notary Public in and for the state of Washington, residing at Stevenson, Adamination ESTATE CONTRACT STATE OF WASHINGTON COUNTY OF SKAMANIA