

REAL ESTATE CONTRACT

THIS CONTRACT made this 22<sup>nd</sup> day of June, 1956, between MOLLIE E. GILLETTE, a widow, hereinafter called the "Seller" and MABEL NIGH NYLEN, hereinafter called the "Purchaser",

W I T N E S S E T H :

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:

Lot Seventeen (17), Block Three (3), BENDER'S ADDITION to the Town of North Bonneville according to the official plat thereof on file and of record in the Office of the Auditor of Skamania County, Washington,

free of incumbrances.

On the following terms and conditions: The purchase price is Four Thousand Five Hundred and No/100 Dollars (\$4,500.00), of which Five Hundred and No/100 Dollars (\$500.00) has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price in the sum of Four Thousand and No/100 (\$4,000.00) and interest on the deferred balances due hereon at the rate of 5% per annum from July 1, 1956, in monthly installment payments of at least Fifty Dollars (\$50.00) per month, including interest, the first such payment to be made on or before August 1, 1956, with a like installment payment to be made on or before the 1st day of each and every month thereafter until the balance due hereunder and all sums hereby secured have been paid in full. The full balance due hereon may be paid at any time without penalty.

The purchaser agrees: (1) to pay before delinquency all taxes and assessments which hereafter become a lien on the premises; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire in the sum of \$4,500.00 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, and effect such insurance, and the amounts paid therefor by her

shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of ten per cent (10%) 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.

Concurrently herewith, the Seller has delivered to the United States National Bank of Portland (Oregon), in escrow, a deed to said premises to be delivered to Purchaser when the full purchase price has been paid. The parties shall each pay one-half of the escrow fee. Seller agrees to immediately pay the Skamania County, Washington, transaction excise tax.

The Seller has delivered, or within ten days herefrom will 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. The parties shall each pay one-half of the premium for such title insurance.

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 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 her 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 her 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

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420 EQUITABLE BUILDING  
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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.

Mollie E. Gillette (SEAL)  
MOLLIE E. GILLETTE

Mabel Nigh Nylan (SEAL)  
MABEL NIGH NYLEN

EX. 1915

TRANSFEREE TAX

JUN 26 1956

Amount Paid \$45.00

Mabel J. Jeters

Annette S. Hitchcock,  
Deputy

