

REAL ESTATE CONTRACT

BOOK

43 PAGE 118

THIS CONTRACT, made this 15th day of October, 1956 between
 Carl N. Lahti and Agnes Lahti,
 husband and wife hereinafter called the "seller" and
 Charles M. VonAhn and Ailee M. VonAhn
 husband and wife 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:

Commencing at a point on the west line of the Shepard D.L.C. 1321 feet
 north of the intersection of the west line of said Shepard D.L.C. with the
 south line of Section 36, Township 3 North, Range 7 E.W.M.; thence south
 43°36' west 173.8 feet; thence south 38°43' west 53.1 feet; thence south
 16°00' west 121.5 feet; thence south 20°52' east 109.3 feet; thence south
 34°24' west 61.9 feet; thence south 43°18' west 62.5 feet to the center
 line of Kanaka Creek Cut Off Road; thence north 87°15' east 135 feet;
 thence south 50°45' east 115 feet more or less to the west line of the
 Shepard D.L.C.; thence north along the west line of the Shepard D.L.C. 521
 feet more or less to the point of beginning.

~~Free of incumbrances, except~~

EXCEPTING THEREFROM all legally established county roads. 2057

TRANSACTION EXCISE TAX

DEC 24 1956

Amount Paid \$448.⁰⁰
 M. A. J. et al.
 Skamania County Treasurer

By

On the following terms and conditions: The purchase price is Fifty Five Hundred and
 no/100 ----- (\$5500.00) dollars, of which

Four Hundred Fifteen and 21/100 ----- (\$415.21) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Purchaser will assume and pay according to the terms thereof
 a real estate contract dated December 17, 1954 between John Fischer
 and Rocelia D. Fischer as sellers and Carl N. Lahti and Agnes Lahti
 as purchasers, the balance on which as of October 15, 1956 is
 represented to be \$3463.21.

Balance due under this contract of October 15, 1956, of \$1621.58,
 shall be paid at the rate of \$25.00 per month beginning on or before
 November 15, 1956, said balance drawing interest at six per cent
 per annum computed monthly on unpaid balance and included in
 payment.

All payments shall be made through the office of Charlotte E. Chanda,
 Realtor, until expenses of sale are paid.

Above purchase price includes furnishings valued at \$700 which may
 be traded or sold as long as similar items of equal value remain
 on premises until contract is paid in full.

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 pay-
 ments 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 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, 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

October 15, 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.

Carl N. Lahti (Seal)
Agnes Lahti (Seal)
Charles M. Von Ahn (Seal)
... (Seal)

California
STATE OF WASHINGTON
County of LOS ANGELES

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 27th day of November, 1956, personally appeared before me Carl N. Lahti and Agnes Lahti, 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.

My commission expires June 24, 1959
Notary Public in and for the state of Washington, California
residing at Inglewood, California

PUGET SOUND
TITLE INSURANCE COMPANY
REAL ESTATE CONTRACT
FROM
Carl N. Lahti
et ux
to
Charles M. Von Ahn
et ux

STATE OF WASHINGTON
COUNTY OF LOS ANGELES
C. E. Cheever
City Clerk
110.000 \$24.56
43
118
Alice G. Berg
P. G. Grottel
DEPUTY
MAIL TO