

5173

REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of October, 1956 between
 J. E. Baxter and Company,
 a California Corporation, hereinafter called the "seller" and
 Carl E. Mattson and Lorraine E. Mattson,
 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,

Beginning at the Northwest corner of Section 25, Township 3 North,
 Range 7 $\frac{1}{2}$ E.W.M., thence with an assumed bearing of $89^{\circ} 19'$ East
 along the North line of said Section 25 a distance of 1,629.9 feet,
 thence due North a distance of 360.4 feet to an iron pipe which
 is the true point of beginning of the property herein described;
 thence due North a distance of 60.0 feet; thence North $51^{\circ} 30'$
 West a distance of 385 feet more or less to the Northerly Right
 of Way Line of the County Road; thence Southerly and Easterly along
 said Right of Way Line to a point due South of the point of
 Free of incumbrances, except:

beginning; thence due North to the point of beginning, containing
 1.0 acres more or less.

Free of encumbrances.

Together with all water rights to that certain spring now piped
 to above described property and right of ingress and egress to and
 from said spring for maintenance purposes.

On the following terms and conditions: The purchase price is Forty Seven Hundred
 and no/100 ----- (\$ 4700.00) dollars, of which
 Five Hundred and no/100 ----- (\$ 500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Beginning on or before November 3, 1956, monthly payments of not
 less than \$50.00 will be made until the full purchase price
 plus interest at six per cent per annum has been paid.
 Interest is to be computed monthly on unpaid balance and included
 in payments.



No. 2275

TRANSACTION EXCISE TAX

Amount Paid \$ 475.00
 Mahel J. Getter
 Skamania County Treasurer
 by Annette S. Hutcherson, Dy

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.

JAN 28 1957

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.

J. H. BAXTER & CO. Seller By *[Signature]* (Seal)

Buyer By *[Signature]* (Seal) *[Signature]* (Seal) *[Signature]* (Seal)

STATE OF CALIFORNIA, City and County of SAN FRANCISCO ss.

On this 25th day of January in the year one thousand nine hundred and fifty seven before me, Virginia Burnham, a Notary Public in and for the City and County of San Francisco

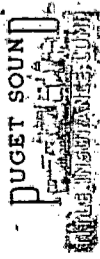
State of California, residing therein, duly commissioned and sworn, personally appeared C. A. Chadbourne and R. B. Mossman known to me to be the President and Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

[Signature] Notary Public in and for the City & County of San Francisco.

Cowdery's Form No. 28—(Acknowledgment—Corporation). My Commission Expires January 31, 1959 State of California.

51733



REAL ESTATE COM

FROM J. H. Baxter and C a corporation TO CARL E. Matteson et ux

STATE OF WASHINGTON COUNTY OF KING

I HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING FILED

OF City of Seattle

AT 2:00 P.M. Jan 30

WAS RECORDED IN BOOK 4

OF RECORDS AT PAGE

RECORDS OF KING COUNTY

BY Alice L. Ber

COUNTY AT

BY P. G. Gattell

MAIL TO