

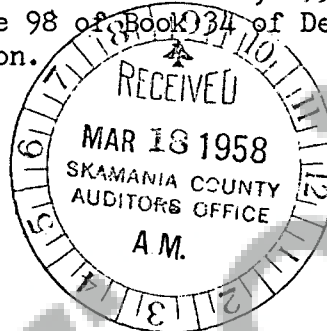
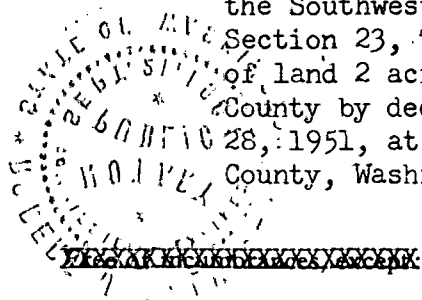
REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of February, 1958, between

WILLIAM C. COLLINS and JUANITA COLLINS, hereinafter called the "seller" and
husband and wife,
G. DUANE GAHIMER and ICEL J. GAHIMER, hereinafter called the "purchaser,"
husband and wife,

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:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and
the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of
Section 23, Township 3 North, Range 9 E. W. M., EXCEPT a tract
of land 2 acres, more or less, in area granted to Skamania
County by deed dated November 28, 1951, and recorded November
28, 1951, at page 98 of Book 34 of Deeds, Records of Skamania
County, Washington.



No. 2361
TRANSACTION EXCISE TAX
FEB 18 1958
Amount Paid \$50.00
Mabel J. Jeter
Skamania County Treasurer
By

On the following terms and conditions: The purchase price is FIVE THOUSAND and No/100 - - -
- - - - - (\$5,000.00) dollars, of which
ONE THOUSAND and No/100 - - - - - (\$1,000.00) dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:

The Purchasers agree to pay the balance of the purchase price in the
sum of Four Thousand and No/100 (\$4,000.00) Dollars in monthly install-
ments of Fifty and No/100 (\$50.00) Dollars or more commencing on the
first day of April, 1958, and on the first day of each and every
month thereafter until the full amount of the purchase price together
with interest shall have been paid. Said monthly installments include
interest at the rate of five (5) per cent per annum computed upon the
monthly balances of unpaid principal, and said installments shall be ap-
plied first to interest and then to principal. The Purchasers reserve
the right at any time while they are not in default under the terms and
conditions of this contract to pay any part or all of the unpaid purchase
price plus interest then due.

It is agreed that the Purchasers shall not sell or convey any of the tim-
ber standing and being upon the above described real property without the
express written consent of the sellers.

It is further agreed that the 220 diesel electric power plant now instal-
led and in operation on the above described real property shall be kept in
its present state of repair and that the same shall not be removed or dis-
mantled without the express written consent of the sellers.

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 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.

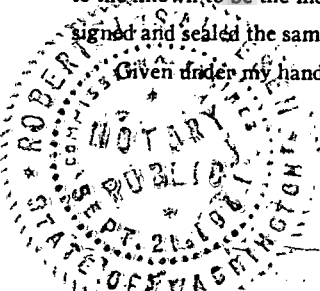
Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments 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.

William C. Collins (Seal)
Juanita Collins (Seal)
Duane Gahimer (Seal)
Paul J. Salomon (Seal)

STATE OF WASHINGTON, } ss.
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 15th day of February, 1958, personally appeared before me William C. Collins and Juanita Collins, husband and wife, to me known to be the individual(s) 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.



Robert J. Salomon
Notary Public in and for the state of Washington,
residing at Stevenson therein.

REAL ESTATE CONTRACT



FROM
William C. Collins et ux.

TO
G. Duane Gahimer et ux.

STATE OF WASHINGTON } ss.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
R. J. Salomon
OF Stevenson, Wn.
AT 9:00 A.M. March 17, 1958
WAS RECORDED IN BOOK 44
OF Deeds AT PAGE 416
RECORDS OF SKAMANIA COUNTY, WASH.
Paul J. Salomon
COUNTY AUDITOR
BY W. H. Hickey DEPUTY

REGISTERED <u>2</u>	INDEXED: DIR. <u>2</u>	INDIRECT: <u>2</u>	RECORDED:	COMPARED	MAILED
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MAIL TO