

REAL ESTATE CONTRACT

THIS CONTRACT, made this 17th day of September, 1958 between
Karl E. Swanson and Martha Swanson,
husband and wife hereinafter called the "seller" and
William Wiley Mauldin and Arlene Grace Mauldin,
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 intersection of the west line of Section 1, Township 2 North, Range 7 E. W. M., and north line of the Baughman D.L.C.; said point being 1520.65 feet south of the northwest corner of said Section 1; thence north 00° 01' west along said west line Section 1, 232 feet; thence east 116.0 feet, more or less, to right of way of former State Highway according to survey approved March 16, 1927; thence southerly along the right of way line of said State Highway to north line Baughman D.L.C.; thence west to the point of beginning;

ALSO Beginning at the point of intersection of the north line of the Baughman D.L.C. in Section 1, Township 2 North, Range 7 E. W. M., with the easterly boundary line of former State Highway No. 8 according to the survey approved March 16, 1937, (but now county road); thence along the easterly line of said highway a distance of 105 feet; thence east 50 feet; thence south to the north line of the Baughman D.L.C.; thence west to the point of beginning;

TOGETHER WITH that certain easement for a pipe line more particularly described in a deed dated September 20, 1948, and recorded at page 209 of Book 32 of Deeds wherein Louis Olson and Violet Olson, husband and wife, are grantees;

AND TOGETHER WITH the right of ingress and egress to the second parcel above described over flooded properties formerly owned by Edward Fields and Jessie Fields, husband and wife, said rights being described in deed dated May 19, 1941, and recorded at page 325 of Book 28 of Deeds;

AND SUBJECT TO easements to overflow the above described real property with the backwaters formed by the Bonneville Dam.

Karl E. Swanson
Martha Swanson
Arlene G. Mauldin
William Wiley Mauldin

Legal description for real estate contract dated September 17, 1958 between Karl E. Swanson and Martha Swanson as sellers and William Wiley Mauldin and Arlene Grace Mauldin as purchasers.

801 45 235

Free of incumbrances, except:

A mortgage to the Bank of Stevenson dated July 9, 1958 and recorded at page 412 of Book 34 of Mortgages, records of Skamania County, Washington, which seller agrees to pay according to the terms thereof so title will be clear when this contract is paid in full. Purchaser may demand proof of such payments at any time, and should seller fail to make said payments, purchaser may do so and deduct same from contract payments.

On the following terms and conditions: The purchase price is Eleven Thousand and no/100 ----- (\$ 11,000.00) dollars, of which Fifteen Hundred and no/100 ----- (\$ 1500.00) 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 October 15, 1958 monthly payments of not less than Eighty dollars (\$80.00) will be made until October 15, 1960 when monthly payments shall become One Hundred dollars (\$100.00) or more, until the full purchase price plus interest at five per cent per annum has been paid. Interest is to be computed monthly on unpaid balance and included in payments.

No. 2553
TRANSACTION EXCISE TAX

SEP 18 1958

Amount Paid \$110.00

Mahesh D. Patel

Skamania County Treasurer

By

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.

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

September 17, 1958 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.

Karl E. Swanson (Seal)
Martha Swanson (Seal)
William Wiley Mauldin (Seal)
Arlene S. Mauldin (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 17th day of September, 1958, personally appeared before me

Karl E. Swanson and Martha Swanson, 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.

Rahutj Salmen
Notary Public in and for the state of Washington,
residing at Stevenson, Washington.

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REAL ESTATE CONTRACT

FROM
Karl E. Swanson
et ux
TO
William Wiley Mauldin
et ux

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
C. C. Chanda
OF Stevenson, Wash
AT 3:25 PM Sept 18 19 58
WAS RECORDED IN BOOK 45
OF 16 AT PAGE 234
RECORDS OF SKAMANIA COUNTY, WASH.
BY Evelyn D. Ingh
COUNTY AUDITOR
DEPUTY J. Swanson

REGISTERED	INDEXED: DIR.	INDEXED: I.	RECORDED:	COMPARED	MAILED

MAIL TO