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REAL ESTATE CONTRACT

This Contract, made and entered into this 27thday of February, 1959, by and between Raymond Dell and Alberta Dell, husband and wife, also known as Raymond P. Dell and Alberta H. Dell, husband and wife, hereinafter called the "sellers", and Margaret I. Morrison and C. D. Morrison, husband and wife, hereinafter called the "purchaser", WITNESSETH:

The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described real estate, with the appurtenances thereon, situated in Skamania County Washington:

Lots 18, 19, and 20 of WASHOUGAL RIVERSIDE TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

The terms and conditions of this contract are:

The purchase price is Five Thousand Dollars (\$5,000.00) of which One Thousand Dollars (\$1,000.00) has been paid, the receipt of which is hereby acknowledged, and the balance of Four Thousand Dollars (\$4,000.00) shall be paid as follows:

(\$30.50) each, beginning with the 1st day of April, 1959, and continuing monthly thereafter until the whole balance of the purchase price both principal and interest shall have been rully paid. The unpaid balance of the purchase price shall at all times bear interest at six (6) per cent, per annum. Interest will be a 1959 error running on March 1, 1959, and is to be computed from said date. From each payment shall be first deducted interest to date and the balance is to be applied upon principal. Permission is especially granted to purchaser to make larger payments at any time or to pay the contract in full and interest shall immediately cease on all payments so made.

The purchaser is entitled to physical possession of the premises on March 1, 1959.

The seller agrees to furnish a standard form purchaser's policy insuring the title to said property with liability the same as the above purchase price, free from encumbrances, except any which are assumed by the purchaser or as to which the conveyance hereunder is to be subject. The seller agrees to furnish said policy within thirty (30) days of the signing of this agreement.

The purchaser agrees:

- 1. To pay before delinquency all taxes and assessments which may, as between seller and purchaser hereafter become a lien on the real estate.
- 2. To keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire for the benefit of the seller as his interest may appear and to pay all premiums therefor until the purchase price is fully paid.

Permission is especially granted to the purchaser to remodel the existing buildings and to remove such trees and brush from the premises as they deem necessary.

The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances except those mentioned herein and any that may accrue hereafter through any person other than the seller.

Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant 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.

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IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Seller

Seller

Margaret O. Monuson
Purchaser

Purchaser

STATE OF WASHINGTON)
COUNTY OF CLARK)

This is to certify that on this 27th day of February, 1959, personally appeared before me RAYMOND DELL and ALBERTA DELL, also known as RAYMOND P. DELL and ALBERTA H. DELL, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seel this 27th day of February, 1959.

Notary Public in and for the State of Washington, residing at Vancouver, therein.

> Na 2985 Transaction excise tax

> > MAR 2 1959

Amount Paid 50

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