

# REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of July, 1959, between  
MAE HADLEY, a widow, hereinafter called the "seller" and  
LEON V. VOETBERG and MARIDEL V. VOETBERG, 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:

Beginning at a point 899.4 feet north and 30 feet west of  
the southwest corner of the Southeast Quarter of the South-  
east Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 26, Township 2 North,  
Range 6 E. W. M.; thence north 06° 23' west 330 feet; thence  
west 120 feet; thence south 06° 23' east 330 feet parallel  
to the east line of the tract; thence easterly to the point  
of beginning.

Free of incumbrances ~~except~~



No. 2865  
TRANSACTION EXCISE TAX

JUL 21 1959  
Amount Paid \$8.00  
By Melvil J. Fisher  
Skamania County Treasurer  
By Melvil J. Fisher  
Deputy

On the following terms and conditions The purchase price is FIVE THOUSAND EIGHT HUNDRED and  
No/100 - - - - - (\$5,800.00) 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 balance of the purchase price amounting to Four Thousand Eight Hundred and  
No/100 (\$4,800.00) Dollars shall be paid by the purchasers to the seller in month-  
ly installments as follows: The sum of \$55.00, or more, including interest on  
the 15th day of January, 1960, and a like payment of \$55.00, or more, including  
interest on the 15th day of each and every month thereafter until the purchase  
price together with interest shall have been paid in full; it being understood that  
out of the payments made each and every month first shall be deducted the interest  
due and owing at the time of payment and the balance applied to the unpaid princi-  
pal. It is further understood by the parties hereto that out of said monthly pay-  
ments the sum of \$5.00 shall be for the purpose of paying taxes and fire insurance  
premiums; and if said sums are insufficient to pay taxes and fire insurance prem-  
iums as they become due, the seller shall have the right to increase the same to  
a sum sufficient to pay taxes and fire insurance premiums as they become due. 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 pur-  
chase price, plus interest, then due. This contract shall not be assigned by the  
purchasers without the express written consent of the seller or her successors  
in interest, and any purported assignment made by the purchasers without such con-  
sent shall be null and void. Pre-paid fire insurance premiums and 1959 taxes shall  
be pro-rated as of July 1, 1959. Interest shall be computed from July 1, 1959.

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 ~~not~~ immediately 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.

Mae Hadley (Seal)  
Leon V. Voetberg (Seal)  
Mandel V. Voetberg (Seal)  
(Seal)

STATE OF WASHINGTON,  
County of Skamania } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 21st day of July, 1959, personally appeared before me Mae Hadley, a widow,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

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



REAL ESTATE CONTRACT

FROM  
MAE HADLEY  
TO  
LEON V. VOETBERG et ux.

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
R. J. Salomon  
OF Stevenson-Wash  
AT 3:15 P.M. July 21, 1959  
WAS RECORDED IN BOOK 46  
OF Deeds AT PAGE 221  
RECORDS OF SKAMANIA COUNTY, WASH.  
Evelyn O. Neal  
COUNTY AUDITOR  
BY DeSimmond DEPUTY

REGISTERED	5
INDEXED	5
INDIRECT	5
RECORDED	
COMPARED	
MAILED	