

REAL ESTATE CONTRACT

THIS CONTRACT, made this 16th day of March, 1959, between

A. R. MUSHLITZ and ALICE J. MUSHLITZ, hereinafter called the "seller" and
husband and wife,
CLOVIS J. ST. JEAN and NINA M. ST. JEAN, 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:

All that portion of the following described real property in Section 36, Township
3 North, Range 7½ E. W. M., lying northerly of right of way for Primary State High-
way No. 8:

Beginning at a point 1,260 feet south 4° 00' west of the center of Section 36, Town-
ship 3 North, Range 7½ E. W. M.; thence south 6° 25' east 140.5 feet; thence south
79° 32' west 703.8 feet; thence south 40° 11' west 75 feet; thence south 82° 42'
west 212.6 feet; thence north 4° 49' east 77.5 feet; thence north 19° 39' east 71.6
feet; thence north 22° 39' east 162.5 feet; thence north 11° 04' east 175.4 feet;
thence north 89° 45' east 583.6 feet; thence south 18° 06' east 77.2 feet; thence
~~thence south 77° 30' east 206.1 feet to the place of beginning;~~
south 77° 30' east 206.1 feet to the place of beginning;

TOGETHER WITH all water rights and pipeline easement appurtenant thereto.

SUBJECT TO easements for electric power transmission lines over and across the
real estate under search.

On the following terms and conditions: The purchase price is ELEVEN THOUSAND and No/100 - -
----- (\$11,000.00) dollars, of which
THREE THOUSAND FIVE HUNDRED and No/100 - - - - - (\$ 3,500.00) dollars
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:

The balance of the purchase price amounting to Seven Thousand Five Hundred and No/100
(\$7,500.00) Dollars shall be paid by the purchasers to the sellers in monthly in-
stallments as follows: The sum of not less than \$82.00 including interest on the
15th day of May, 1959, and a like payment of not less than \$82.00 including interest
on the 15th day of each and every month thereafter until the purchase price and in-
terest shall have been paid; 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 principal. It is further understood by the
parties hereto that out of said monthly payments of \$82.00, the sum of \$3.70 is for
the purpose of paying taxes and \$3.30 is for the purpose of paying fire insurance
premiums, and if said sums are not sufficient to pay said taxes and fire insurance
premiums as they become due, the seller shall have the right to increase the same to
a sufficient sum to pay said taxes and fire insurance premiums as they become due.
The purchasers reserve the right 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. This contract shall not be assigned by the purchasers without the
express written consent of the sellers or their successors in interest, and any pur-
ported assignment made by the purchasers without such consent shall be null and void.
Pre-paid fire insurance premiums and 1959 taxes shall be prorated as of the date on
which possession is delivered under this contract. Interest shall be computed from
April 15, 1959.

The purchaser agrees: (1) to pay before delinquency all payments of whatever 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

April 15, 1959, 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.

No. 2701
TRANSACTION EXCISE TAX
MAR 25 1959
Amount Paid \$1.00
Mabel J. Jean
Skamania County Treasurer
STATE OF WASHINGTON
County of Pacific

A. R. Mushlitz (Seal)
Alice J. Mushlitz (Seal)
Mabel J. Jean (Seal)
Nina M. St. Jean (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 14 day of March, 1959, personally appeared before me A. R. Mushlitz and Alice J. Mushlitz, husband and wife, to me known to be the individual 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.

R. O. Adams
Notary Public in and for the state of Washington,
residing at Raymond

5080
PUGET SOUND
TITLE INSURANCE COMPANY
REAL ESTATE CONTRACT

FROM
A. R. MUSHLITZ et ux.

TO
CLOVIS J. ST. JEAN et ux.

STATE OF WASHINGTON } SS
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. O. Adams

OF STEWARTSON-20m

AT 8:45 AM Mar 25 1959

WAS RECORDED IN BOOK 46

OF 1012 AT PAGE 23

RECORDS OF SKAMANIA COUNTY, WASH.

Evelyn M. Neal
COUNT-AUDITOR

BY S. J. Adams
DEPUTY

REGISTERED	S
INDEXED	S
INDIRECT	S
RECORDED	S
COMPARED	
MAILED	