

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 7th day of July, 1959 between  
Emery Orland Owens and Minta May Owens,  
husband and wife hereinafter called the "seller" and  
Arnold O. Myhre and Gertude E. Myhre,  
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:

That part of the East half (E $\frac{1}{2}$ ) of Section 15, Township 4 North,  
Range 7 E.W.M., lying north of the Wind River Highway, described  
as follows, to-wit:

Beginning at a point 2030.1 feet south 00° 22' west of Section corner  
common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 E.W.M.,  
said point being an iron pipe set in westerly boundary of county road  
right of way known as Leete Road; from said point thence west for a  
distance of 450.0 feet to an iron pipe; thence south 15° 45' east for  
a distance of 1283.1 feet to an iron pipe set in northerly right of  
way boundary of Wind River Highway; thence south 57° 09' east along  
Free of incumbrances, except: northerly right of way boundary of said highway for a  
distance of 118.5 feet to an iron pipe set in intersection of State  
Highway right of way boundary and westerly right of way boundary of  
Leete Road; thence northerly along west right of way boundary of Leete  
Road for a distance of 1299.4 feet more or less to point of beginning.

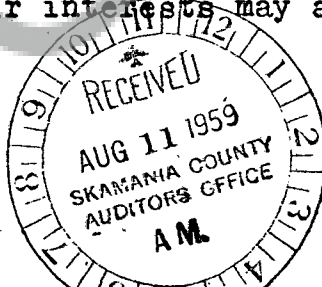
On the following terms and conditions: The purchase price is Forty Nine Hundred Fifty  
and no/100 ----- (\$ 4950.00 ) dollars, of which

Five Hundred and no/100 ----- (\$ 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:

Beginning on or before August 10, 1959, monthly payments of  
not less than Fifty dollars (\$50.00) will be made until the  
full purchase price plus interest at the rate of six per cent  
per annum has been paid. Interest is to be computed monthly  
on unpaid balance and included in payment of \$50.00.

It is understood and agreed that a mortgage exists to the Bank  
of Stevenson, as recorded at page 230 of Book 35 of Mortgages,  
Records of Skamania County, Washington, which seller agrees  
to pay in full according to the terms thereof, and purchaser  
shall make all payments on this contract at the Bank of Stevenson  
until above mortgage is paid in full; thereafter payments shall  
be made to sellers as their interests may appear.



No: 2821

TRANSACTION EXCISE TAX

AUG 11 1959

Amount Paid \$49.50  
By Mabel J. Jeter  
Skamania County Treasurer

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 July 20, 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.

Emery Orland Owens (Seal)  
Minta May Owens (Seal)  
Arnold O. Myhre (Seal)  
Gertrude E. Myhre (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 31st day of July, 1959, personally appeared before me

Emery Orland Owens and Minta May Owens

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.

Rahut Salmon  
 Notary Public in and for the state of Washington,  
 residing at Stevenson therein.



# REAL ESTATE CONTRACT

FROM  
Emery Orland Owens  
et ux

TO  
Arnold O. Myhre  
et ux

STATE OF WASHINGTON } ss.  
 COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Lo E. Salmon

OF Stevenson

AT 10:45 AM Aug 11, 1959

WAS RECORDED IN BOOK 46

OF Deeds AT PAGE 255

RECORDS OF SKAMANIA COUNTY, WASH.

Emery Orland

COUNTY AUDITOR

BY Lo E. Salmon DEPUTY

REGISTERED	INDEXED	RECORDED	COMPARED	MAILED
<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>