

REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of September, 1959, between
HAROLD ELLISON and ADA ELLISON, husband and wife, hereinafter called the "seller" and
ELBA M. CLARY and ARRETTA L. CLARY, 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:

That portion of the Northwest Quarter of the Northeast Quarter of the Northwest
Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 E. W. M., descri-
bed as follows:

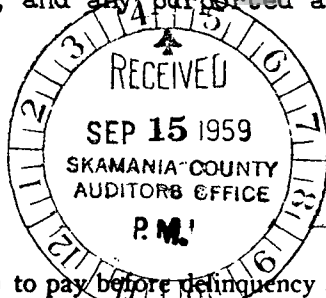
Beginning at a point 682 feet west and 294 feet south of the northeast corner of
the NW $\frac{1}{4}$ of the said Section 28; thence west 156 feet; thence north 30 feet; thence
west 325 feet, more or less, to the east line of the tract of land conveyed to Amos
A. Case by deed dated October 20, 1908, and recorded May 3, 1909, at page 412 of
Book L of Deeds, Records of Skamania County, Washington; thence south 132 feet;
thence west 144.5 feet; thence south to the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the
Free of incumbrances, ~~assessable~~ NW $\frac{1}{4}$ of the said Section 28; thence east to the southeast
corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 28; thence north to the
point of beginning;

SUBJECT TO easements and rights of way for public roads over and across the above
described real property.

On the following terms and conditions: The purchase price is TWO THOUSAND ONE HUNDRED and No/100
----- (\$2,100.00) dollars, of which
FIFTY and No/100 ----- (\$ 50.00) 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 purchasers agree to pay the balance of the purchase price in the sum of Two
Thousand Fifty and No/100 (\$2,050.00) Dollars in monthly installments of Fifty and
No/100 (\$50.00) Dollars, or more, commencing on the 20th day of October, 1959, and
on the 20th day of each and every month thereafter until the full amount of the pur-
chase price together with interest shall have been paid. Interest at the rate of
three (3%) per-cent per annum shall be paid in addition to the foregoing monthly
installments, said interest to be computed on the monthly balances of the unpaid
purchase price. 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 purchase price, plus interest, then due.

This contract shall not be assigned by the purchasers without the express written
consent of the sellers, and any purported assignment without such consent shall be
null and void.



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 to the purchaser~~ **on full payment of the purchase price** 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 ~~xxx~~ **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.

No: **2846**
TRANSACTION EXCISE TAX

SEP 15 1959
Amount Paid \$2.00
By Notary Public
Skamania County Treasurer
By Notary Public
STATE OF WASHINGTON
County of Skamania

Harold Ellison (Seal)
Ada Ellison (Seal)
Elba M. Clary (Seal)
Arnetta L. Clary (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 15th day of September, 1959, personally appeared before me Harold Ellison and Ada Ellison, 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.
Robert J. Salonen
Notary Public in and for the state of Washington,
residing at Stevenson therein.

PUGET SOUND TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM
Harold Ellison et ux

TO
Elba M. Clary et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY R. J. Salonen OF Stevenson AT 4:25 P. M. Sept 15 1959 WAS RECORDED IN BOOK 46 OF Deeds AT PAGE 316 RECORDS OF SKAMANIA COUNTY, WASH.

BY Emelyn Orneal COUNTY AUDITOR

DEPUTY

MAIL TO

REGISTERED	INDEXED	RECORDED	COMPILED	MAILED
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