

REAL ESTATE CONTRACT

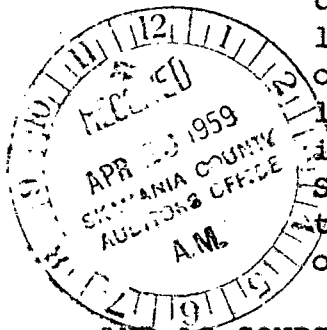
This Contract for the Sale of Land executed this date between KARL F. HAUSSMAN and IRMA O. HAUSSMAN, husband and wife, hereinafter referred to as "Seller", and RICHARD C. JONES and IDA M. JONES, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

Beginning at the Southeast corner of the Northeast quarter of Section Thirty-two (32), Township Two (2) North, Range 5 East of the Willamette Meridian; thence West on the center line of said Section, 1870 feet; thence North 350 feet to the center line of the LaBarre Road; thence following the center line of said LaBarre Road in a Northeasterly direction to the East line of said Northeast quarter of said Section; thence following said East line Southerly to the point of beginning, containing 48.6 acres, more or less.



AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00), of which Purchaser has paid to Seller the sum of FIVE HUNDRED DOLLARS (\$500.00) upon the execution and delivery of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price shall be due and payable in monthly installments of FIFTY DOLLARS (\$50.00), or more at Purchaser's option, which monthly installments shall include the annual real property taxes and insurance premiums as more particularly provided below. The unpaid balances of the purchase price shall bear interest from the date of this contract at the rate of six percent (6%) per annum, and the monthly payments above provided shall be first applied in payment of said interest accruing from month to month, and the balance of the same shall be credited to the principal. The monthly payments herein provided shall commence on May 15, 1959, and shall continue on the same day of each month thereafter until the entire balance of the purchase and interest is paid in full.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, encumber or in any manner alienate his interest in this contract or the property covered thereby, either in whole or in part, without the written consent of the Seller, and any such purported transfer without Seller's consent shall render this contract subject to forfeiture at the option of Seller.

3. INSURANCE AND TAXES: Seller warrants that the real

property taxes levied on the premises are paid through the calendar year 1958, and such taxes for all subsequent years during the performance of this contract shall be seasonably paid by Seller, but the amount so paid by Seller from year to year shall be added to the unpaid balance of this contract at the time of such payment. Such taxes for the calendar year 1959 shall be prorated between the parties as of the date of this contract, and the credit amount due Seller thereon shall be added to the unpaid balance hereof. Purchaser covenants to seasonably pay any other municipal or governmental assessments other than real property taxes that may be hereafter levied on the property. It is further agreed that the dwelling on the property shall be continually insured against fire to its full insurable value, with proceeds of such insurance payable to the parties as their interest shall appear. The aforesaid policies of insurance and any renewals of the same shall be delivered to and remain in the possession of Seller. The premiums for such insurance shall be seasonably paid by Seller, but the amounts paid by Seller from time to time for such insurance shall be likewise added to the unpaid balance of this contract as of the date of any such payments. It is particularly understood that in event of such loss or damage and payment of insurance proceeds to Seller as aforesaid, that any amounts so paid shall be credited upon the unpaid balance of this contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that they have fully inspected the real property herein bargained to be sold and are relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the premises upon the execution and delivery of this contract, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. Purchaser further covenants to use the premises in a lawful manner, to commit no waste thereon and covenants to keep the premises and building thereon at all times in a clean and sanitary condition and in a good state of repair and maintenance. Purchaser shall perform no material alterations to said premises or the buildings thereon except with Seller's written consent, and the Purchaser shall cut no timber on said property except with the written consent of Seller, and if such consent be given then one-half of the gross proceeds from the sale of such timber shall be paid over to Seller to be applied on the balance of this contract. Purchaser further covenants to seasonably pay all charges to said premises for repairs, improvements and utilities to the end that the same shall not attach as liens on the premises. In event Purchaser shall fail or neglect to make any such payments for repairs, utilities, improvements or other charges which may, in the sole discretion of the Seller, become a lien on the premises, then Seller may, at his election, pay any such charges and the amounts so paid shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a Warranty Deed conveying the property as hereinabove described to Purchaser, free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract. It is understood that Seller has furnished to Purchaser a Purchaser's policy of title insurance insuring the title to said premises as hereinabove bargained to be conveyed, and which policy constitutes Seller's sole duty to furnish title insurance or abstract of title.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of 15 days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or classified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 21st day of April, 1959.

Karl F. Haussman
Karl F. Haussman

Richard C. Jones
Richard C. Jones

Irma O. Haussman
Irma O. Haussman

Ida M. Jones
Ida M. Jones

S E L L E R

P U R C H A S E R

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

On this day personally appeared before me RICHARD C. JONES and IDA M. JONES, to me known to be the individuals described in and who executed the within and 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 seal this 17th day of April, 1959.

Rahut J. Salensen

Notary Public in and for the State
of Washington;
Residing at STEVENSON, WASHINGTON

No. 2224
TRANSACTION EXCISE TAX

APR 23 1959

Amount Paid 35⁰⁰

Michael J. Jelinek
Skamania County Treasurer

By Michael J. Jelinek
Deputy

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

On this day appeared personally before me KARL F. HAUSSMAN and IRMA O. HAUSSMAN, to me known to be the individuals described in and who executed the within and 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 seal this 21st day of April, 1959.

Leslie W. Lowe
Notary Public in and for the State
of Ofegon;
Residing at Portland, therein.

My Commission expires:

June 4 - 1961