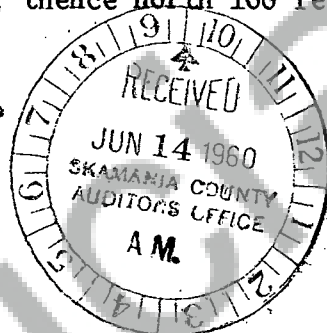


REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of June, 1960, between
 HAROLD W. McNEEL and MATTIE A. McNEEL, hereinafter called the "seller" and
 husband and wife,
 ARTHUR H. STRODE, JR. and PATRICIA A. STRODE, 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:

A tract of land located in the James M. Findley D.L.C., in Section 36, Township 3
 North, Range 8 E.W.M., described as follows:

Beginning at a point on the southerly right of way line of Primary State Highway
 No. 8, said point being 1,942 feet easterly as measured along said highway from the
 west line of the grantors' property in the aforesaid Section 36; thence in an eas-
 terly direction following the southerly right of way line of said highway 200 feet;
 thence south 100 feet; thence in a westerly direction parallel to the southerly
 right of way line of said highway 200 feet; thence north 100 feet to the point of
 Free of incumbrances, ~~beginning~~ beginning.



On the following terms and conditions: The purchase price is FOUR THOUSAND and No/100 --
 -- (\$ 4,000.00) dollars, of which
 SIX HUNDRED and No/100 -- -- (\$ 600.00) 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 Three
 Thousand Four Hundred and No/100 (\$3,400.00) Dollars in monthly installments of
 Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 1st day of July, 1960,
 and on the 1st day of each and every month thereafter until the full amount of the
 purchase price together with interest, if any, shall have been paid. The said month-
 ly installments shall bear no interest if paid promptly when due, but after the due
 date they shall bear interest at the highest legal rate. 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 if any,
 then due. This contract shall not be assigned without the express written consent of
 the seller, and any purported assignment thereof without such consent shall be null
 and void.

It is agreed that the sellers will obtain a survey of the aforesaid property for the
 purpose of accurately describing the real property now occupied by the purchasers,
 and the purchasers agree to accept on performance of this contract a deed describing
 said real property as surveyed.

It is agreed that the purchasers shall have the right to take water for domestic pur-
 poses only through a 3/4 inch water pipeline from the existing water system owned
 and installed by the seller and that the purchasers shall have the further right to
 use and maintain the existing pump and pumphouse at the point of diversion.

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 ~~hereby covenants, warrants and agrees~~ **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 ~~on~~ **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.

No. ~~In Witness Whereof~~ **9033** hereof the parties have signed and sealed this contract the day and year first above written.

TRANSACTION EXCISE TAX

JUN 14 1960

Amount Paid **40.00**

Medred O'Donnell
Skamania County Treasurer

By

Harold W. McNeel (Seal)
Mattie A. McNeel (Seal)
Bertie S. Storde (Seal)
X Patricia Anne Storde (Seal)

STATE OF WASHINGTON,

County of **SKAMANIA**

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this **9th** day of **June, 1960**, personally appeared before me **Harold W. McNeel and Mattie A. McNeel, husband and wife,**

to me known to be the individuals 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.

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

PUGET SOUND
TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM -

Harold W. McNeel
at *Storde*
TO

Bertie S. Storde
at *Storde*

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

Reuben J. Salomon
OF *Storde*
AT *Storde* JUNE 14 1960
WAS RECORDED IN BOOK *112*
OF *2000* AT PAGE *219*
RECORDS OF SKAMANIA COUNTY, WASH.
Reuben J. Salomon
COUNTY AUDITOR
DEPUTY

REGISTERED
MAILED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED