

KNOW ALL MEN BY THESE PRESENTS:

That TRI-STATE HOMES INCORPORATED, a corporation, hereinafter called the "Seller" and COY L. BLEER and SHARON L. BLEER, husband and wife, hereinafter called the "Buyers", covenant and agree as follows:

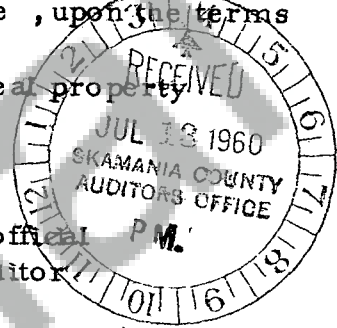
The Seller agrees to sell and the Buyers agree to purchase, upon the terms and conditions hereinafter specified, the following described real property situated in Skamania County, State of Washington, to-wit:

Lot Five (5) of CHESSER ADDITION, according to the official plat thereof recorded and on file in the office of the Auditor of Skamania County, Washington;

SUBJECT to municipal ordinances of the City of Stevenson, Washington; for the total purchase price of Eleven Thousand Four Hundred (\$11,400.00)

Dollars, payable as follows:

The sum of \$3200.00 cash upon the execution of this contract, receipt whereof is hereby acknowledged by the Seller, and the balance of the purchase price in the sum of \$8200.00, together with interest on deferred balances at the rate of 6-1/2% per annum, to be paid as follows: On the 28th day of August, 1960, the sum of not less than \$70.00 to apply on principal and interest, the sum of \$5.00 to establish a reserve for payment of taxes, and the sum of \$2.00 to establish a reserve for payment of fire insurance, or a total of not less than \$77.00; and a like payment totalling not less than \$77.00 on the 28th day of each and every month thereafter until the purchase price and interest has been fully paid; it being understood that out of the payments made each month, first shall be deducted the said sums as reserves for taxes and fire insurance payments, the interest due and owing at the time of payment, and the balance applied on the principal. The Buyers shall be entitled to make larger of additional payments than those above specified at any time they so desire, and it is further agreed by the parties hereto that in the event the sums above stipulated to be reserved for payment of taxes and fire insurance premiums are insufficient to pay the same, the Buyers agree to pay such additional sums as reserves as may be necessary to pay said taxes and fire insurance premiums.



The Buyers shall be entitled to the use, possession and occupancy of said premises as of August 1, 1960, subject only to Seller's right to enter thereon at reasonable times for the purpose of making inspection thereof.

Buyers shall not assign this contract or any interest therein or any interest in and to said real property, without Seller's written consent.

The Buyers and Seller agree that real property taxes and fire insurance premiums shall be pro-rated between the parties as of date of possession of said premises by the Buyers. The Buyers agree to pay before delinquency any and all taxes and assessments which may, as between Seller and Buyers hereinafter become a lien on said property, and Buyers further agree to assume all hazards of damage to or destruction of any improvements which may hereafter be placed on said property and further assume all hazards or risk of any condemnation of said property or any part thereof, and further agree not to use said premises or any part thereof for any illegal purpose.

The Buyers shall keep the improvements on said premises insured with a reliable insurance company for the full insurable value of said improvements, with loss payable clause in favor of Seller herein as its interest may appear. It is agreed that if a fire occurs, any payments made to Seller under said policy of insurance shall be credited by it upon the unpaid balance of the purchase price, but shall not relieve Buyers from payment of the monthly installments as herein required.

Any loss or injury caused to said real property or improvements from any cause whatsoever shall be upon the Buyers and, in such event, they shall not be relieved from payment of the monthly installments as herein required.

The Buyers agree that full inspection of said premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on is in writing and is attached to and made a part of this contract.

It is understood that Seller is furnishing to Buyers at this time a policy of title insurance covering said premises and shall not be required to furnish any other or addi-

tional policy of title insurance or abstract when this contract is paid in full by Buyers. <sup>BOOK 47 PAGE 324</sup>

Upon payment in full by Buyers of the purchase price and interest above specified, the Seller will make, execute and deliver to Buyers a warranty deed conveying said premises to Buyers, excepting any part which may hereafter be condemned, free and clear of any encumbrances except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Time is of the essence of this agreement. If Buyers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, Sellers may elect to declare all of Buyer's right hereunder terminated and upon its doing so all payments made by Buyers hereunder and all improvements placed upon the premises shall be forfeited to Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of the property and no waiver by Seller of any default on the part of Buyers, shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any improvements on the property by fire or other cause, all of the moneys received by Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any such which Seller may be required to expend in procuring such money, or, at the election of Seller, to the rebuilding or restoration of the premises.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, Buyers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed

their signatures in duplicate, this 11th day of July, 1960.

TRI-STATE HOMES INCORPORATED

BY Robert B. Curtis  
President

Lee Mortensen  
ATTEST  
Vice President Secretary

No. 26  
TRANSACTION EXCISE TAX

JUL 13 1960

Amount Paid 174.00  
Michael O'Donnell  
Skamania County Treasurer

By .....

Seller

Coy S. Bleer  
Sharon L. Allen  
Buyers

STATE OF Washington )  
County of CLATSOP ) ss

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 11th day of July, 1960, personally appeared Robert B. Curtis and Lee Mortensen, to me known to be the President and ~~Secretary~~ <sup>Vice President</sup> respectively, of Tri-State Homes Incorporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date first above written.

[Signature]  
Notary Public in and for the State of  
residing at CLATSOP therein