

REAL ESTATE CONTRACT

THIS CONTRACT, made this 18th day of February, 1961, between
 LEWIS E. DRAKE and MINNIE M. DRAKE, husband and wife, hereinafter called the "seller" and
 HARRY SPRING and CORRINE SPRING, 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:

A tract of land located in the Northeast Quarter of the Southeast Quarter of the
 Northeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 15, Township 3 North, Range 9 E. W. M.,
 described as follows:

That portion of Lot 1 of Block Sixteen of MANZANOLA ORCHARD TRACTS according to
 the official plat thereof on file and of record in the office of the Auditor of
 Skamania County, Washington, which lies easterly of the county road known and
 designated as the Jessup Road; EXCEPT that portion thereof described as follows:
 Beginning at the northeast corner of the said Lot 1; thence west 478.5 feet;
~~thence south 182 feet; thence east 478.5 feet; thence~~
 north 182 feet to the point of beginning.



On the following terms and conditions: The purchase price is FIVE THOUSAND TWO HUNDRED FIFTY
 and No/100 - - - - - (\$ 5,250.00) dollars, of which
 FIVE HUNDRED FIFTY and No/100 - - - - - (\$ 550.00) 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 Four
 Thousand Seven Hundred and No/100 (\$4,700.00) in monthly installments of Forty-
 Five and No/100 (\$45.00) Dollars, or more commencing on the 20th day of May, 1961,
 and on the 20th day of each and every month thereafter until the full amount of
 the purchase price together with interest shall have been paid; provided, however,
 that the purchaser may skip payments for the months of January and February of
 1961 and subsequent years, but the minimum sum of \$500.00 must be paid on this
 contract during 1961 and each subsequent year. The said monthly installments shall
 include interest at the rate of six per cent (6%) per annum computed upon the month-
 ly balances of the unpaid purchase price, and shall be applied first to interest
 and then to principal. The purchasers reserve the right at any time 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.

Seller shall pay the first half of general taxes for 1961. It is further agreed
 that no timber shall be cut or removed from the above described real property with-
 out the written consent of the seller.

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.

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 **May 1st, 1961**, 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.

Witness, Whereof the parties have signed and sealed this contract the day and year first above written.

TRANSACTION EXCISE TAX

FEB 20 1961

Amount Paid 52.50

Michael O'Donnell
Skamania County Treasurer

By

Lewis E. Drake (Seal)
Minnie M. Drake (Seal)
Harry Spring (Seal)
Carrine Spring (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 18th day of February, 1961, personally appeared before me

Lewis E. Drake and Minnie M. Drake, husband and wife,

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.

Rachel J. Salzman
Notary Public in and for the state of Washington,
residing at Stevenson therein

PUGET SOUND
TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM

Lewis E. Drake et ux.

TO

Harry Spring et ux.

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Rachel J. Salzman

OF Stevenson, Wash.

AT 9:45 A.M. Feb. 20, 1961

WAS RECORDED IN BOOK 48

OF Page 331 AT PAGE 331

RECORDS OF SKAMANIA COUNTY, WASH.

BY Rachel J. Salzman

COUNTY AUDITOR

DEPUTY

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