

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 1st day of June, 1960
between FRED HORNSHUH AND BEULAH HORNSHUH

hereinafter called the "seller," and FRANK M. GARY AND NELLIE GARY

hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of Skamania, State of Washington, to-wit: Commencing at the intersection of the northerly line of the Washougal River Road and the west line of the southeast quarter of the northwest quarter of Section 33, Township 2 North, Range 5 E.W.M.; thence in a northeasterly direction along the northerly line of the said road a distance of ten (10) feet to the initial point of the tract herein described; thence north 100 feet; thence east 120 feet; thence south to the northerly line of the said road; thence in a southwesterly direction along the northerly line of the said road to the initial point. Also non-exclusive water rights appurtenant thereto.

The terms and conditions of this contract are as follows: The purchase price is Fourteen Hundred and ⁰⁰/₁₀₀ (\$1,400.00) Dollars, of which
— FORTY — (\$40.00) Dollars
has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FORTY DOLLARS OR MORE TO BE PAID ON OR BEFORE
THE TENTH DAY OF EACH MONTH BEGINNING JULY 10, 1960,
TO BE PAID AS RENT, THE RENT TO APPLY ON THE
PURCHASE PRICE; INTEREST AT SIX PER CENT PER ANNUM
INCLUDED.



No: 6088

TRANSACTION EXCISE TAX

JUN 6 1960

Amount Paid \$14.00

Mildred A. Hannan

Skamania County Treasurer

By Beverly J. McElroy

The purchaser is entitled to take possession of said premises on JUNE 1, 1960

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described 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 be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

FRANK M. GARY
ROUTE 2-Box 449A
WASHOUGAL, WASH.

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the purchaser agrees 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 executed this instrument in duplicate the day and year first herein written.

Fred Hornshuh (SEAL)
Beulah Hornshuh (SEAL)
Frank M. Gary (SEAL)
Mellie Gary (SEAL)

Oregon
STATE OF ~~WASHINGTON~~
County of Multnomah } ss.

On this day personally appeared before me Fred Hornshuh & Beulah Hornshuh
husband and wife
to me known to be the individual s 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 1st day of June 1960

Harold S. Pollock
Notary Public in and for the State of Washington, Oregon
residing at Portland, Oregon
My Commission Expires Mar. 25, 1962

FORM L 37

Real Estate Contract

FROM
Essex Homes Park et al
TO
Frank M. Gary et al

REGISTERED <u>W</u>	INDEXED: DIR. <u>W</u>	FILED: <u>W</u>	RECORDED: <u>W</u>	COMPARED: <u>W</u>	MAILED: <u>W</u>
DIRECT: <u>W</u>					
1105 Main Street - Vancouver, Wash.					
WASHINGTON TITLE INSURANCE COMPANY STATE OF WASHINGTON COUNTY OF <u>SEATTLE</u> , WASHINGTON					
MANAGEMENT OF WRITING FILED BY <u>S. E. Powell</u>					
OF <u>Seawall</u>					
AT <u>9:30 A.M. May 27, 1961</u>					
Send Tax Statement to <u>W</u>					
WAS RECORDED IN BOOK <u>118</u>					
OF <u>Deed</u> AT PAGE <u>400</u>					
RECORDS OF SKANANIA COUNTY, WASH.					
<u>Seawall</u> COUNTY ALBION					
BY <u>Seawall</u> DEPUTY					