

REAL ESTATE CONTRACT

THIS CONTRACT, made this 16th day of September, 1961, between
 O. C. LARSEN and ROSE LARSEN, husband and wife, hereinafter called the "seller" and
 NORMAN W. BARGABUS and wife VERDA F. BARGABUS, 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:

The South Half of the Southwest Quarter of the Southeast Quarter
 ($S\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$), of Section 16; and the North Half of the Northwest
 Quarter of the Northeast Quarter ($N\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$), of Section 21; all
 in Township 3 North, Range 10 E. W. M.;

SUBJECT TO public roads.

Free of incumbrances, except: The interest of A. C. McCormick of White Salmon, Washing-
 ton, in the westerly 12 acres of the $N\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of the said Section 21 under a
 crop lease dated November 29, 1957, which terminates on December 31, 1962.



On the following terms and conditions: The purchase price is EIGHT THOUSAND and No/100 - - -
 ----- (\$8,000.00) dollars, of which
 FIVE HUNDRED and No/100 - - - (\$500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows: It is agreed between the sellers and the purchasers that the
 rental for the year 1962 in the sum of Five Hundred Fifty and No/100 (\$550.00)
 Dollars under the aforesaid crop lease shall be collected from the lessee and ap-
 plied on this contract to reduce the unpaid purchase price by an equal amount.
 The unpaid purchase price shall bear no interest during the year 1962. The pur-
 chasers agree to pay the balance of the purchase price amounting to Six Thousand
 Nine Hundred Fifty and No/100 (\$6,950.00) Dollars in monthly installments of
 Fifty and No/100 (\$50.00) Dollars or more commencing on the tenth day of January,
 1963, and on the tenth day of each and every month thereafter until the full
 amount of the purchase price together with interest shall have been paid. The
 said monthly installments shall include interest at the rate of five per cent
 (5%) per annum computed upon the monthly balances of the unpaid purchase price.
 Interest shall be computed from January 1, 1963. The said monthly installments
 shall be applied first to interest and then to principal. The purchasers re-
 serve the right at any time they are not in default under the terms and con-
 ditions of this contract to pay any part or all of the unpaid purchase price
 plus interest then due.

It is agreed that the sellers shall pay all charges assessed by Public Utility
 District #1 for water service during the year 1961. The purchasers shall pay
 general property taxes and water service charges for the year 1962.

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 to the purchaser~~ **on payment of the purchase price in full** 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 **September 16, 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.

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

No. **3488**
TRANSACTION EXCISE TAX
SEP 18 1961
Amount Paid **\$20.00**
Michael O. Daniel
Skamania County Treasurer
STATE OF WASHINGTON
County of **Skamania**

O. C. Larsen (Seal)
Rose Larsen (Seal)
Norman W. Bergabus (Seal)
Verda F. Bergabus (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this **16th** day of **September, 1961,** personally appeared before me **O. C. LARSEN and ROSE LARSEN, 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.

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

58923
PUGET SOUND
TITLE INSURANCE COMPANY
REAL ESTATE CONTRACT

FROM
O. C. Larsen et al

TO
Norman W. Bergabus et al

STATE OF WASHINGTON } SS
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Robert J. Salomon
OF **Stevenson - WA**
AT **12:00 P.M. Sept 18, 1961**
WAS RECORDED IN BOOK **49**
OF **Quarto** AT PAGE **164**
RECORDS OF SKAMANIA COUNTY, WASH.
Swelwyn O Neal
COUNTY AUDITOR
BY **Salomon** DEPUTY

REGISTERED	INDEXED
FILED	FILED
INDIRECT	RECORDED
COMPARED	MAILED