

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 21st day of September, 1961, between  
J. B. McQUEEN and CLARA A. McQUEEN, husband and wife, hereinafter called the "seller" and  
EDGAR H. OSTENSON and wife ETHEL C. OSTENSON, 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:

Beginning at a point 660 feet east of the southwest corner of the  
Southwest Quarter (SW $\frac{1}{4}$ ), of Section 25, Township 4 North, Range 7 $\frac{1}{2}$   
E. W. M.; thence north 125 feet, more or less, to intersection with  
the center line of the county road known and designated as the Mc-  
Queen Road; thence northwesterly along the center line of said road.  
200 feet; thence south 20° west 153 feet, more or less, to the center  
of Panther Creek; thence southeasterly following the center of  
Panther Creek to intersection with the south line of the said  
Section 25; thence east to the point of beginning.

~~For official use only~~

On the following terms and conditions: The purchase price is FIVE HUNDRED and No/100 - - -  
----- (\$ 500.00 ) dollars, of which  
ONE HUNDRED and No/100 - - - - - (\$ 100.00 ) 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 amounting to Four  
Hundred and No/100 (\$400.00) Dollars in annual installments of One Hundred and  
No/100 (\$100.00) Dollars or more commencing on the first day of October, 1962,  
and on the first day of October each year thereafter until the purchase price and  
interest is paid in full. The unpaid purchase price shall bear interest at the  
rate of five per cent (5%) per annum payable annually. 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.

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 ~~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 **September 21, 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. **3532**  
**TRANSACTION EXCISE TAX**  
**OCT 3 1961**  
Amount Paid **\$ 0.00**  
*Michael J. O'Connell*  
STATE OF WASHINGTON  
County of **Skamania**

*J. B. McQueen* (Seal)  
*Clara A. McQueen* (Seal)  
*Edgar H. Ostenson* (Seal)  
*Ethel C. Ostenson* (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this **21st** day of **September, 1961**, personally appeared before me **J. B. McQUEEN and CLARA A. McQUEEN, 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.

*Oliver C. Olson*  
Notary Public in and for the state of Washington,  
residing at **Stevenson, Washington.**

**PUGET SOUND**  
**TITLE INSURANCE COMPANY**  
**REAL ESTATE CONTRACT**  
**FROM** *J. B. McQueen et al*  
**TO** *Edgar H. Ostenson et al*

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
*R. B. Salmon*  
OF *Stevenson, Wash.*  
AT *9:00 P.M. Oct 3* 19 *61*  
WAS RECORDED IN BOOK *119*  
OF *Deed* AT PAGE *189*  
RECORDS OF SKAMANIA COUNTY, WASH.  
*Edgar H. Ostenson*  
COUNTY AUDITOR  
BY *Salmon* DEPUTY

REGISTERED  
MAILED TO  
INDEXED: DIR  
INDEXED: C  
FILED:  
COMPARED  
MAILED