

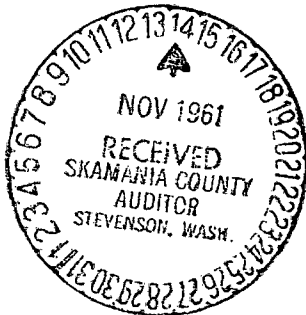
REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 31st day of October, 1961, by and between MELVIN R. BERGSTROM and TECKLA P. BERGSTROM, husband and wife, hereinafter referred to collectively as the "Seller", and RAYMOND MACKINNON and PEGGY R. MACKINNON, husband and wife, hereinafter collectively referred to as the "Purchaser"

W I T N E S S E T H

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase of the Seller, the following described real property, with appurtenances, situated in Skamania County, State of Washington, to wit:

That portion of the West Half of the Southeast Quarter of the Northwest Quarter ($W\frac{1}{2} SE\frac{1}{2} NW\frac{1}{4}$) of Section 36, Township 3 North, Range 7 E.W.M., described as follows:



Beginning at a point on the northerly line of the county road known and designated as Gropper Road, said point being 320 feet easterly of the center line running north and south through the center of the Northwest Quarter ($NW\frac{1}{4}$) of the said Section 36; thence north 208 feet; thence east 104 feet to the initial point of the tract hereby described; thence east 104 feet; thence south 208 feet, more or less, to the northerly line of the said Gropper Road; thence in a westerly direction following the northerly line of the said road to a point due south of the point of beginning; thence north 208 feet, more or less, to the initial point; said tract containing one-half acre, more or less.

The terms and conditions of this contract are as follows:

1. The purchase price of the real property described herein is \$13,500.00, of which \$ 2242.10 has heretofore been paid to the Seller, the receipt of which is hereby acknowledged. The balance of \$ 11,257.90 shall be paid in monthly payments of \$ 95.00 or more each beginning on the 1st day of December, 1961 and continuing monthly thereafter until all interest and principal shall have been paid in full. Payments shall first be applied toward payment of accrued interest to date, reserves for taxes and fire insurance, and the balance toward principal. Interest on the unpaid principal balances under this contract shall be at the rate of 6½% per annum and commence as of December 1, 1961.
2. Permission is herewith granted to the Purchasers to make additional payments on the principal other than those specified in this contract, and as to any such additional payments, interest thereon shall cease from the date of such payment.
3. All payments on this contract shall be made to the Clark County Savings and Loan in Camas, Washington for the account of the Seller.
4. The Purchaser is entitled to take possession of said premises on signing of this contract.

5. The Purchaser agrees to pay before delinquency all taxes and assessments that may as between the Purchaser and the Seller become a lien on the premises. The Purchaser also assumes all hazards of damage to or destruction of any improvements, now on said land or hereafter placed thereon, and of the taking of said premises or any part thereof for public use.

6. The Purchaser further agrees, until full payment of the purchase price, to keep the buildings now on the said described premises insured in favor of the Seller and the Purchaser as their interest may appear, all at the expense of the Purchaser. Said policy shall be in a company acceptable to the Seller, for the sum of \$ 13,000.00 or the full insurable value of the real property improvements, whichever amount is less. The original policy of fire insurance shall remain with the Seller.

~~7. The Seller shall within 30 days supply to the Purchaser a policy of title insurance insuring the Purchaser to the full amount of the purchase price herein against any defects of title, liens, or encumbrances not specifically described in this contract.~~

8. Upon full payment of all of the payments due on this contract, the Seller shall supply to the Purchaser a warranty deed of the statutory form, warranting the condition of the title to the Seller as of the date of this contract, with no exceptions except those items specifically described herein.

9. It is understood and agreed that 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 10 per Cent. per annum shall be repayable by the Purchaser on demand, all without prejudice to any other rights the Seller might have by reason of such default.

10. Service of all demands, notices or other papers with the respect to any declaration of forfeiture, notices, or other documents as may be required under this contract may be made by registered or certified mail addressed to the Purchaser at the address of the real estate described herein, or at such other address as the Purchaser will indicate in writing to the Seller.

11. Time is of the essence of this contract. In case the Purchaser shall fail to make any payments on the purchase price promptly at the time the same shall become 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 all payments theretofore made hereunder by the Purchaser shall be retained by the Seller in liquidation of all damages sustained by reason of such failure.

12. Or the Seller may elect to bring action, or actions, on 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.

13. Neither Purchaser nor Seller shall assign, lease, sell, transfer, or convey the premises described herein without the written consent of the Sellers first being had and obtained or without having first obtained the written consent of the Purchasers, which written consent shall not be effective until endorsed on the original of this contract.

14. It is understood and agreed that there is presently a mortgage on said premises in favor of the Clark County Savings and Loan Association, Camas, Washington, in the amount of \$10,100.00 and that upon full payment of the Sellers' equity herein, the Purchasers hereby agree to assume and pay said mortgage.

15. In the event it should be necessary for the Seller to engage the services of an attorney to protect or enforce the Seller's rights under this contract, the Purchaser agrees to pay to the Seller reasonable attorney's fees and costs of any action which may be so required.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals to this instrument in triplicate this day and year first above written.

No. 3550
TRANSACTION EXCISE TAX
 NOV 14 1961
 Amount Paid \$35.00
 Michael O'Donnell
 Skamania County Treasurer
 By

Melvin R. Bergstrom
Teckla P. Bergstrom
Raymond R. MacKinnon
Larry P. MacKinnon

STATE OF WASHINGTON)
 : ss
 County of Skamania)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 31st day of October, 1961, personally appeared before me Melvin R. Bergstrom and Teckla P. Bergstrom, husband and wife, to me known to be the individuals 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.

Michael O'Donnell
 Notary Public in and for the State of
 Washington, residing at Vancouver.