

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of November, 1961, between
 DUANE B. BERRY and INEZ J. BERRY, husband and wife, hereinafter called the "seller" and
 JOHN SWEENEY and JUNE SWEENEY, 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:

That portion of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$)
 of Section 21, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 21;
 thence east 690 feet following the south line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of the said
 Section 21; thence north 368 feet, more or less, to the southeast corner
 of Wells' Homesites according to the official plat thereof on file and
 of record in the office of the Auditor of Skamania County, Washington;
 thence south 89° 54' west 690.4 feet along the south line of the said
 plat of Wells' Homesites to intersection with the west line of the said
~~Section 21~~ Section 21; thence south 368 feet to the point of be-
 ginning;

EXCEPT therefrom the following described tract: Beginning at the south-
 west corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of the said Section 21; thence north 208 feet;
 thence east 228 feet; thence south 208 feet; thence west 228 feet to the
 point of beginning.

On the following terms and conditions: The purchase price is FOUR THOUSAND and No/100 - - -
 - - - - - (\$ 4,000.00) dollars, of which
 ONE THOUSAND and No/100 - - - - - (\$1,000.00) 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 Three
 Thousand and No/100 (\$3,000.00) Dollars in monthly installments of Forty and No/100
 (\$40.00) Dollars, or more, commencing on the tenth day of December, 1961, and on
 the tenth day of each and every month thereafter until the full amount of the pur-
 chase together with interest shall have been paid. The said monthly installments
 shall include interest at the rate of six per-cent (6%) per annum computed upon
 the monthly 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.



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 **December 10, 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:

3553

TRANSACTION EXCISE TAX

NOV 15 1961

Amount Paid \$4.00

Michael W. Sweeney
Skamania County Treasurer

STATE OF WASHINGTON

County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of November, 1961, personally appeared before me, DUANE B. BERRY and INEZ J. BERRY, 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.

Rahel J. Salmon
Notary Public in and for the state of Washington,

residing at Stevenson, Washington.

PUGET SOUND
TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM

DUANE B. BERRY et ux.

TO

JOHN SWEENEY et ux.

STATE OF WASHINGTON } SS
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Rahel J. SalmonOF Stevenson - Wash.AT 2:30 P.M. Nov 15, 1961WAS RECORDED IN BOOK 49OF Books AT PAGE 271

RECORDS OF SKAMANIA COUNTY, WASH.

BY Evelyn O. Neal

COUNTY AUDITOR

DEPUTY

Salmon

REGISTERED

INDEXED

MAIL TO

INDIRECT

RECORDED

COMPARED

MAILED

2-30