

REAL ESTATE CONTRACT

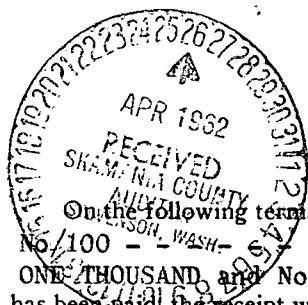
THIS CONTRACT; made this 24th day of April, 1962, between

LLOYD H. FULLER and MABEL E. FULLER, husband and wife, hereinafter called the "seller" and
 OTTIS D. HOLWEGNER and SYLVIA L. HOLWEGNER, his 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 Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20, Township 3 North, Range 8 E. W. M., described as follows: Beginning at a point 576 feet north and 30 feet east of the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 20; thence north 524 feet; thence east 835 feet; thence south 524 feet; thence west 835 feet to the point of beginning; EXCEPT the following described tracts: (1) Beginning at a point 354 feet south and 30 feet east of the northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 20; thence east 400 feet; thence north 145 feet, more or less, to the north line of the tract above described; thence west 400 feet; thence south 145 feet, more or less, to the point of beginning; and (2) Beginning at a point 576 feet north and 30 feet east of the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 20; thence east 208 feet; thence north 208 feet; thence west 208 feet; thence south 208 feet to the point of beginning.



No. 0374
 TRANSACTION EXCISE TAX

APR 26 1962

Amount Paid \$12,500.00

Michael O'Donner

Skamania County Treasurer

On the following terms and conditions: The purchase price is TWELVE THOUSAND FIVE HUNDRED and No/100 (\$ 12,500.00) 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:

By assuming and paying according to the terms thereof the unpaid balances of the purchase price plus interest on the following real estate contracts wherein Seth J. Moore and Kathryn R. Moore are sellers:

- (1) \$3,095.47 balance on real estate contract dated May 22, 1954, recorded at page 165 of Book 38 of Deeds, Records of Skamania County, Washington.
- (2) \$2,734.80 balance on real estate contract dated February 20, 1959, recorded at page 15 of Book 46 of Deeds, Records of Skamania County, Washington.

The purchasers agree to pay the remaining balance of the purchase price in the sum of Five Thousand Six Hundred Sixty-Nine and 73/100 (\$5,669.73) Dollars to the sellers in monthly installments of Sixty and No/100 (\$60.00) Dollars, or more, commencing on the 1st day of the month following payment in full of both of the above described contracts. Said balance of \$5,669.73 shall bear interest at the rate of 5% per annum from May 1, 1962, payable semi-annually, and interest at the rate of 5% shall be included in the aforesaid monthly installments and shall be computed on the monthly balances of the unpaid purchase price.

General taxes for 1962 and pre-paid fire insurance premiums shall be pro-rated between the sellers and the purchasers as of May 1, 1962. Until the purchasers shall have paid both of the above described real estate contracts in full this contract shall not be assigned without the express written consent of the sellers.

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 payments 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 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 agreed to provide title insurance~~ 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 May 1, 1962, 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.

Lloyd H. Fuller (Seal)
Mabel E. Fuller (Seal)
Ottis E. Holwegner (Seal)
Sylvia L. Holwegner (Seal)

STATE OF WASHINGTON,
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 25th day of April, 1962, personally appeared before me

LLOYD H. FULLER and MABEL E. FULLER, 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.

PUGET SOUND
 TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM

LLOYD H. FULLER et ux.

TO

OTTIS D. HOLWEGNER et ux.

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Robert J. Salomon

OF Stevenson, Washington

AT 11:35 AM, August 19, 1962

WAS RECORDED IN BOOK 49

OF Deeds AT PAGE 502

RECORDS OF SKAMANIA COUNTY, WASH.

Robert J. Salomon
 COUNTY AUDITOR

DEPUTY

REGISTERED	INDEXED	INDEXED	RECORDED	COMPARED	MAILED
<u>9</u>	<u>DR</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>

MAIL TO