

Form 109 W
109 W

REAL ESTATE CONTRACT

THIS CONTRACT, made this first day of June, 1962, between
 STANLEY K. POPPE and PATRICIA L. POPPE, his wife, hereinafter called the "seller" and
 GORDON ELLIS BROTEN and HELEN C. BROTEN, 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 West Half of the Southeast Quarter of the Northwest Quarter
 ($W\frac{1}{2} SE\frac{1}{4} NW\frac{1}{4}$) of Section 36, Township 3 North, Range 7 E. W. M., described as fol-
 lows:

Beginning at a point on the northerly line of the county road known and designated
 as Cropper Road, said point being 320 feet easterly of the center line running
 north and south through the center of the $NW\frac{1}{4}$ of the said Section 36; thence north
 208 feet; thence east 208 feet; thence south 208 feet; more or less, to the north-
 erly line of the said Cropper Road; thence north 186 feet to the initial point of
 the tract hereby described; thence north 99.5 feet, more or less, to the center line
~~of the natural gas pipeline constructed by Pacific North-~~
~~west Pipeline Corporation; thence following the center of~~
 said pipeline north 58° east 108 feet, more or less, to the westerly line of the
 county road known and designated as Maple Way; thence south following the westerly
 line of said Maple Way to a point north 74° east of the initial point; thence south
 74° west 102 feet, more or less, to the initial point.

Subject to all easements, restrictions and reservations of record, if any.

On the following terms and conditions: The purchase price is SIX THOUSAND and No/100- - - -
 - - - - - (\$ 6,000.00) 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:

FIFTY and No/100 - - - - - (\$ 50.00) Dollars,
 or more at purchaser's option, on or before the 1st day of July 1962,
 and FIFTY and No/100- - - - - (\$ 50.00) Dollars,
 or more at purchaser's option, on or before the 1st day of each then succeed-
 ing calendar month until the balance of said purchase price shall have been fully
 paid. The purchaser further agrees to pay interest on the balance of said pur-
 chase price and the diminishing amounts thereof at the rate of six per cent per
 annum from the 22nd day of June 1962, which interest shall be deducted
 from each monthly installment and the balance of each installment applied in re-
 duction of principal. All payments to be made hereunder shall be made at 314 Highland,
Mt. Vernon, Washington,
 or at such other place, as the seller may direct in writing.



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 payment of \$1,000.00 on the principal of this contract, 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 June 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.

TRANSACTION EXCISE TAX

JUL 2 1962

Amount Paid \$60.00

Michael O'Donnell
Skamania County Treasurer

By

STATE OF WASHINGTON
County of Shaght

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 14th day of June, 1962, personally appeared before me STANLEY K. POPPE and PATRICIA L. POPPE, husband and wife,

to me known to be the individual 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.

John H. Kumb
Notary Public in and for the state of Washington,
residing at Mt. Vernon

30130



Filed for Record at Request of

Name

Address

City and State

REGISTERED	INDEXED: DIR.	INDEXED	RECORDED	COMPARED	MAILED
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THIS SPACE RESERVED FOR RECORDER'S USE:

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORDING FILED BY Ed Dahl OF AT 2:45 P.M. July 2, 1962 WAS RECORDED IN BOOK 50 OF Deed AT PAGE 58 RECORDS OF SKAMANIA COUNTY, WASH. Evelyn O'Donnell COUNTY AUDITOR Deputy

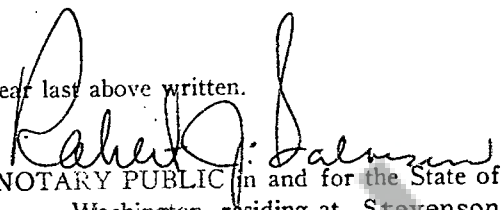
STATE OF WASHINGTON,
COUNTY OF Skamania } ss.

BOOK 50 PAGE 60

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this
29th day of June, 1962, personally appeared before me

GORDON ELLIS BROTEN and HELEN C. BROTEN, husband and wife,
to me known to be the individual s described in and who executed the foregoing instrument, and acknowl-
edged 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.


NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson.

Unofficial
Copy