

REAL ESTATE CONTRACT

THIS CONTRACT, made this 28th day of March, 1963, between

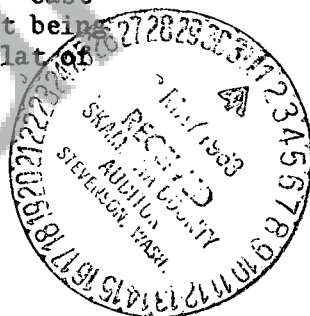
MARY A. ELLIOTT, a widow,

hereinafter called the "seller" and

LEROY A. MILLER and CECILE M. MILLER, 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:

Beginning at a point on the southerly line of the Evergreen Highway which is south 1,257 feet and west 38.93 feet from the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; thence south 09° west 160 feet; thence north 81° west 550 feet to the initial point of the tract hereby described; thence north 81° west 100 feet; thence south 09° west 90.2 feet to the northerly line of the Spokane, Portland and Seattle Railway Company's right of way; thence south 71° 40' east along the northerly line of said railway right of way to a point south 09° west from the initial point; thence north 09° east ~~thence north 09° east~~ 106.6 feet to the initial point; said tract being designated as Lots 4 and 5 of Block Five of the unrecorded plat of North Bonnevill, Washington.



On the following terms and conditions: The purchase price is THREE THOUSAND NINE HUNDRED and No/100- - - - - (\$3,900.00) 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:

The purchasers agree to pay the balance of the purchase price in the sum of Three Thousand Four Hundred and No/100 (\$3,400.00) Dollars, in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 28th day of April, 1963, and on the 28th day of each and every month thereafter until the full amount of the purchase price 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 above stated purchase price includes all personal property now on the above described premises. General taxes for 1963 are to be pro-rated as of February 1, 1963.

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 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 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 deposited the purchase price in full~~ ^{on payment of the purchase price in full} 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 February 5, 1963, 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.

~~Not~~ In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

TRANSACTION EXCISE TAX

MAY 1 1963

Amount Paid 39.00

Milfred W. Damsell

Skamania County Treasurer

By

CALIFORNIA
STATE OF ~~WASHINGTON~~
County of Sacramento ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22nd day of April 1963, personally appeared before me MARY A. ELLIOTT, a widow,

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her 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.

E. J. HESS

Notary Public in and for the state of ~~Washington~~ California,
My Commission Expires Dec. 5, 1964

61472



Filed for Record at Request of

Name

Address

City and State

REGISTERED	<u>5</u>
INDEXED DIR	<u>5</u>
INDIRECT	
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON COUNTY OF SKAMANIA	
ORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY <u>Ed Wahl</u>	
OF <u>Stewartson - Lam</u>	
AT <u>2:35 P.M. May 1 1963</u>	
WAS RECORDED IN BOOK <u>51</u>	
OF <u>Deeds</u> AT PAGE <u>246</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>E. J. Hess</u> COUNTY AUDITOR	
BY <u>D. Simmons</u> DEPUTY	