

## REAL ESTATE CONTRACT

THIS CONTRACT, made this first day of July, 1963, between  
 CLARENCE W. RUDHE and HARRIET L. RUDHE, his wife, hereinafter called the "seller" and  
 FLOYD J. HUTCHENS and VETRA ANN HUTCHENS, 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 South Half of the Southeast Quarter of the South-  
 west Quarter ( $S\frac{1}{2} SE\frac{1}{4} SW\frac{1}{4}$ ) of Section 11, Township 3 North, Range 9 E.  
 W. M., described as follows:

Beginning at the southwest corner of the  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of the said  
 Section 11; thence north 290 feet; thence easterly parallel to the  
 south line of the said Section 11 a distance of 650 feet; thence south  
 290 feet to intersection with the south line of the said Section 11;  
 thence westerly following the south line of the said Section 11 a dis-  
 tance of 650 feet to the point of beginning.

Free of incumbrances, except:

Easements and rights of way for public roads.

Together with an easement for a water pipeline not exceeding 2 inches in  
 diameter and water rights on the Rock Creek ditch for domestic and irriga-  
 tion purposes; provided, however that the purchasers shall not be entitled  
 to more than one-half of the water flowing in said ditch at the point of  
 diversion; it being understood that the sellers shall be entitled to the re-  
 maining half of said water and all overflow and the privilege of relocating  
 said ditch.

On the following terms and conditions: The purchase price is FIVE THOUSAND and No/100- - - -  
 - - - - - (\$5,000.00) 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:

The purchasers agree to pay the balance of the purchase price in the sum of Four  
 Thousand Five Hundred and No/100 (\$4,500.00) Dollars in monthly installments of  
 Fifty and No/100 (\$50.00) Dollars, or more, commencing on the 20th day of July,  
 1963, and on the 20th day of each and every month thereafter until the full amount  
 of the purchase price together with interest shall have been paid. The unpaid pur-  
 chase price shall bear interest at the rate of five per-cent (5%) per annum com-  
 puted on the monthly balance of the unpaid purchase price and payable monthly in  
 addition to, and on the due date of, the aforesaid monthly installments. The pur-  
 chasers 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.

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 purchasers agree to build and keep in good repair such fences as may be nec-  
 essary to keep livestock from gaining access to the real property of the sellers  
 lying northerly of the above described tract.

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 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 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 July 1, 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.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

No. 4047  
TRANSACTION EXCISE TAX

JUL 10 1963

Amount Paid \$2.00  
Michael McDonald  
Skamania County Treasurer

By STATE OF WASHINGTON,  
County of Skamania ss.

Clarence W. Rudhe (Seal)  
Harriet L. Rudhe (Seal)  
Edward J. Hutchins (Seal)  
Verna Ann Hutchins (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of July, 1963, personally appeared before me CLARENCE W. RUDHE and HARRIET L. RUDHE, 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 G. Salmon  
Notary Public in and for the state of Washington,  
residing at Stevenson, Washington.

61829



Filed for Record at Request of

Name.....  
Address.....  
City and State.....

REGISTERED	S
INDEXED	S
INDEXED	S
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON  
THIS SPACE RESERVED FOR RECORDER'S USE:  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY Rahel Salmon  
OF Stevenson, Wn.  
AT 8:30 A.M. July 11 1963  
WAS RECORDED IN BOOK 51  
OF Deeds AT PAGE 414  
RECORDS OF SKAMANIA COUNTY, WASH.  
Everett O. Neal  
COUNTY AUDITOR  
BY Rahel Salmon  
DEPUTY