

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of August, 1964, between
 PHILIP M. GANLEY and DELLA D. GANLEY, husband and wife, hereinafter called the "seller" and
 WILLIAM D. CURRIER and DOLORES C. CURRIER, hereinafter called the "purchaser,"
 husband and wife,
 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:

Lot 16 of Block Two of BENDER'S ADDITION TO THE TOWN OF NORTH
 BONNEVILLE, according to the official plat thereof on file and
 of record in the office of the Auditor of Skamania County, Wash-
 ington.

Free of incumbrances, except: none



No.

4453

TRANSACTION EXCISE TAX

AUG 17 1964

Amount Paid \$59.00

Missed O'Donnell

Skamania County Treasurer

By Beverly J. Halling, Sec.

On the following terms and conditions: The purchase price is FIVE THOUSAND NINE HUNDRED and
 No/100 ----- (\$ 5,900.00) 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 Five Thousand Four Hundred and No/100 (\$5,400.00) Dollars in monthly
 installments of Sixty and No/100 (\$60.00) Dollars, or more, commencing on
 the 25th day of September, 1964, and on the 25th 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 (6%) per-cent per annum computed upon the month-
 ly balances of the unpaid purchase price, and shall be applied first to in-
 terest 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.

This contract shall not be assigned without the express written consent of
 the sellers, 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 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 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 delivered on or within two days before

August 14, 1964, 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.

Philip J. Hanley (Seal)

Debra L. Stanley (Seal)

-(Seal)

(Seal)

STATE OF WASHINGTON, }
County of Skamania } ss.

I, Philip M. Ganley, a notary public in and for the state of Washington, hereby certify that on this 14th day of August, 1964, Philip M. Ganley, personally appeared before me. **PHILIP M. GANLEY**

and DELLA D. GANLEY, his 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.

Notary Public in and for the state of Washington,
residing at **Stevenson** therein.



Filed for Record at Request of

Name..... REGISTERED S

Address.....

City and State.....RECORDED:

REGISTERED S

INDEXED: CR. C

INDIRECT: 5

RECORDED:

COMPARED

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } SS

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY.....

Ed Dahl

OF Stevenson - Co.

AT 11:45 AM Aug 17 1964

WAS RECORDED IN BOOK 53

OF Needs AT PAGE 162

RECORDS OF SKAMANIA COUNTY, WASH.

William O. Neal
COUNTY AUDITOR

D. L. Harrison

16291