

## REAL ESTATE CONTRACT

This Contract, made this 15th day of June, 1964, between OREGON-WASHINGTON TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Oregon, hereinafter called the seller and SIDNEY G. ADAMS and LOIS V. ADAMS, husband and wife, hereinafter called the purchaser,

## W I T N E S S E T H:

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, State of Washington:

Beginning at a point on the westerly line of Russell Street in the Town of Stevenson which is north 34° 30' west 31.2 feet from the northeast corner of Lot 1, Block Eight of the Town of Stevenson according to the plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington; thence south 34° 30' east a distance of 33 feet; thence south 55° 30' west 4½ feet to the southeasterly corner of the brick and tile building known as "Skamania County Abstract & Title Co. Building"; thence on the same course along the southerly wall of said building a distance of 25 feet to the angle corner of the brick annex of said building; thence north 34° 30' west along the westerly wall of the brick annex a distance of 3.5 feet; thence south 55° 30' west a distance of 77.0 feet; thence north 34° 30' west 29.5 feet; thence north 55° 30' east a distance of 106.5 feet to the point of beginning;

ALSO easement for road purposes 10 feet in width and 100 feet in depth along the northerly line of the said tract as more particularly described in deed dated May 16, 1932, and recorded at page 86 of Book Y of Deeds, Records of Skamania County, Washington;

FREE AND CLEAR OF ALL ENCUMBRANCES.

On the following terms and conditions: The purchase price is Four Thousand Two Hundred Fifty and No/100 (\$4,250.00) Dollars, of which Five Hundred and No/100 (\$500.00) Dollars has been paid, the receipt whereof is hereby acknowledged. The purchaser agrees to pay interest at the rate of six (6%) per-cent per annum computed on the unpaid purchase price in the sum of Three Thousand Seven Hundred Fifty and No/100 (\$3,750.00) Dollars, and the same shall be paid monthly commencing on the first day of August, 1964, and monthly on the first day of each and every month thereafter to and including the first day of June, 1965. The purchaser agrees to pay the unpaid balance of the purchase price in the sum of Three Thousand Seven Hundred Fifty and No/100 (\$3,750.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commenc-

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ing on the first day of July, 1965, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. Said monthly installments shall include interest at the rate of six (6%) per-cent 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 purchaser agrees: (1) to pay before delinquency all taxes and assessments 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 seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to the seller the insurance policies, renewals, and premium receipts; (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 to insure the premises as above provided, the seller may pay such taxes and assessments, 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 ten (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 dam-

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age 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 within thirty (30) days herefrom 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 encumbrance 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) 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, of 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; (2) that the purchaser shall have possession of the real estate on June 15, 1964, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (3) 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

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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.

Attest:

OREGON-WASHINGTON TELEPHONE COMPANY

[Signature]  
Secretary

By E. R. Dean  
President

SELLER

Sidney G. Adams (SEAL)  
SIDNEY G. ADAMS

No. 1482  
TRANSACTION EXCISE TAX

SEP 15 1964

Amount Paid 12.50  
Nedra D. Darnell  
Skamania County Treasurer  
By \_\_\_\_\_

Lois V. Adams (SEAL)  
LOIS V. ADAMS

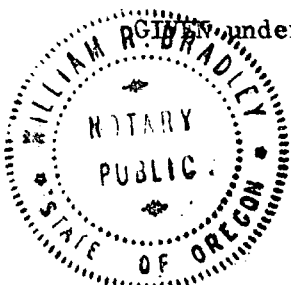
PURCHASER

STATE OF OREGON )  
County of Hood River ) ss.

August

On this 31st day of July, 1964, before me personally appeared E. R. Dean and J. S. Middleton, to me known to be the President and Secretary respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

under my hand and official seal the day and year last above written.



William R. Bradley  
Notary Public, in and for the State of Oregon,  
residing at Hood River, Oregon.

My Commission expires: 9-20-64

