

THIS CONTRACT, Made this \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_, 1964, between  
ARNOLD BLITZ, JR., and MARGARET V. BLITZ, husband and wife,  
hereinafter called the seller, and ROBERT CLARK and ANITA CLARK, husband and wife,  
hereinafter called the buyer,  
WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made  
as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the  
seller, the following described real estate, situate in the County of SKAMANIA  
State of Washington \_\_\_\_\_, to-wit:

Lots 2 and 3, Block 1, LANGE'S HOMESTEAD, according to the  
official plat thereof, on file and of record in the office  
of the Auditor of Skamania County, Washington;

No.

TRANSACTION EXCISE TAX

MAY 13 1965

Amount Paid \$46.00 + 1.20 penalty  
Michael O'Donnell  
Skamania County Treasurer  
By Beverly J. Hallipo, Dyg

for the sum of FOUR THOUSAND and no/100 ----- Dollars (\$ 4,000.00 )  
(hereinafter called the purchase price) on account of which FOUR HUNDRED & no/100 -----  
----- Dollars (\$ 400.00 ) is paid on the execution hereof (the receipt of which is  
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in  
amounts as follows, to-wit:

The balance of \$3,600.00 to be paid to Sellers at the rate of not  
less than \$35.00 per month, with the first payment to be made on  
or before December 1, 1964, and a like payment of \$35.00 per  
month on the 1st day of each and every month thereafter until the  
entire purchase price has been paid in full.

In addition to the foregoing payments per month, Buyers may pay  
in addition thereto, no more than 20% of the balance remaining  
on the purchase price in any one year.

all deferred balances of said purchase price shall bear interest at the rate of 7  
per cent per annum from \_\_\_\_\_ date \_\_\_\_\_ until paid, interest to be paid monthly \_\_\_\_\_ and \_\_\_\_\_ being included in  
the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the  
date of this contract.

The buyer shall be entitled to possession of said lands on \_\_\_\_\_ execution of contract \_\_\_\_\_ and may retain such possession so long as  
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter  
erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's  
and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any  
such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-  
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that the buyer shall keep the  
buildings and improvements on said premises insured against fire and damage by fire (with an added coverage) in an amount  
not less than \_\_\_\_\_ in a company or companies satisfactory to the seller with loss payable first to the seller and then to the buyer as  
their respective interests may appear and all policies of insurance shall be delivered to the seller as soon as issued. Now if the buyer shall fail to pay any  
such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added  
to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to  
the seller for buyer's breach of contract.

\*\* The seller agrees that at his expense and within \_\_\_\_\_ days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,  
save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when  
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said  
premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances  
since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal  
liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the  
payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then  
the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of  
said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,  
all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the  
possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act  
of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid  
on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case  
of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said  
premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to  
enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances  
thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect  
his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-  
ceeding breach of any such provision, or as a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the  
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-  
lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall  
be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the  
day and year first above written.

Robert Clark (SEAL)  
Anita Clark (SEAL)  
Cecil Blot (SEAL)  
Margaret V. Blitz (SEAL)

My Commission Expires October 6, 1967