

REAL ESTATE CONTRACT

THIS CONTRACT, made this 7th day of August, 1965 between
 Frank Voorhees, and Alice Voorhees, his wife hereinafter called the "seller" and
 Clarence A. Messex & Lula Mae Messex, 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:

Beginning at a point which is 801.1 ft south and 919.18 ft west of the northeast
 corner of Section 21, T 2 N; R 7 E.W.M., thence north 00° 48' west 100 ft ;
 thence north 79° 51' west 254.64 ft to the initial point of the tract hereby
 described; thence N 79° 51' west 90 ft; thence N 00° 48' 1/2° 60 ft; thence south 79° 51'
 east 90 ft; thence south 00° 48' east 60 ft to the initial point; said tract
 being designated as Lots 15, 16, and 17 of Block Eleven of the unrecorded plat of
 the Town of North Bonneville, Washington.

Free of incumbrances, except:

no encumbrances

No. 1200

TRANSACTION EXCISE TAX

AUG 12 1965

Amount Paid \$35.00

Michael O'Donnell
 Skamania County Treasurer

By Beverly J. Halligan, Secy.

Subject to all easements, restrictions, and reservations of record, if any.

On the following terms and conditions: The purchase price is
 Three Thousand, Five Hundred & no/100 Dollars (\$ 3,500.00) dollars, of which
 One Hundred & no/100 - - - - - (\$ 100.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

Fifty (\$ 50.00) Dollars,
 or more at purchaser's option, on or before the 1st day of September 1965
 and Fifty (\$ 50.00) Dollars,
 or more at purchaser's option, on or before the 1st day of each then succeed-
 ing calendar month until the balance of said purchase price shall have been fully
 paid. The purchaser further agrees to pay interest on the balance of said pur-
 chase price and the diminishing amounts thereof at the rate of 6 per cent per
 annum from the 1st day of August 1965, which interest shall be deducted
 from each monthly installment and the balance of each installment applied in re-
 duction of principal. All payments to be made hereunder shall be made at
to Seller
 or at such other place, as the seller may direct in writing.

Taxes for 1965 to be pro-rated as of August 1st, 1965.

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 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, or within ten days hereof, 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. Title Insurance to be delivered at final pmt of this contract.

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

at once 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.

Frank E. Voorhees (Seal)
Phyllis A. Messer (Seal)
Lula Mae Messer (Seal)

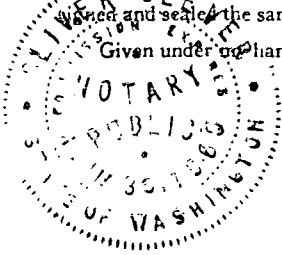
STATE OF WASHINGTON,
County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this August, 1965, personally appeared before me.

Frank E. Voorhees & Alice E. Voorhees, his wife.

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed 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.



Oliver C. Olson
Notary Public in and for the state of Washington,
residing at Stevenson, Washington



Filed for Record at Request of

Name _____
Address _____
City and State _____

REGISTERED	5
INDEXED	5
FILED	5
MAILED	5

STATE OF WASHINGTON COUNTY OF SKAMANIA	
THIS SPACE RESERVED FOR RECORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED BY <u>Frank Voorhees</u> OF <u>Stevenson - Wn</u> AT <u>1:30 P</u> <u>Aug 12 1965</u> WAS INDEXED <u>54</u> OF <u>Deeds</u> <u>391</u> RECORDS OF <u>Stevenson, Wash</u> <u>Evelyn O. Neal</u> COUNTY CLERK <u>L. J. Simmons</u> DEPUTY	