

- 2000 1000

109

REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of April, 1972, between
 JOSEPHINE A. MEYER, a widow, hereinafter called the "seller" and
 HOWARD A. McFALL and HAZEL E. McFALL, 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:

A tract of land located in the Northeast Quarter (NE¼) of Section 17,
 Township 3 North, Range 3 E., W. M., more particularly described as follows:

Beginning at a point on the quarter section line 2,497.5 feet east of the
 southwest corner of the NE¼ of the said Section 17; thence north 379.5
 feet; thence west 597.5 feet to the initial point of the tract hereby de-
 scribed; thence north 295.5 feet; thence west 481 feet; thence south 15
 feet; thence west 69 feet; thence south 280.5 feet to a point 379.5 feet
 north of the south line of the NE¼ of the said section 17; thence east
 550 feet to the initial point.

On the following terms and conditions: The purchase price is Fifteen Thousand Five Hundred and
 no/100ths (\$ 15,500.00) dollars, of which
 Five Thousand Five Hundred and no/100ths (\$ 5,500.00) 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 purchaser agrees to pay the balance of the purchase price in the sum
 of Ten Thousand and no/100ths (\$10,000.00) dollars in monthly installments
 of One Hundred and no/100ths (\$100.00) dollars, or more, commencing on the
 5th day of June, 1972, and on the 5th day of each and every month there-
 after until the full amount of the purchase price together with interest
 shall have been paid. The said monthly installments shall include inter-
 est at the rate of six percent (6%) per annum computed upon the monthly
 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 con-
 tract to pay without penalty any part or all of the unpaid purchase price,
 plus interest then due.

Purchasers agree to assume and pay general taxes for the second half of
 1972.

1297

TRANSACTION EXCISE TAX

APR 17 1972

By _____
 Skamania County Treasurer



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 shown assessed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises, and
 also all sums which may hereafter be levied or imposed upon, or be assessed, or be levied upon the premises
 there; (2) to keep the buildings now and hereafter placed upon the premises
 insured against loss or damage by fire, to one full insurable value covered, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, this seller, and the
 purchaser; as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policy, receipts, 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 so far from repair
 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, insurances, and payments, and the amounts paid
 thereby 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.

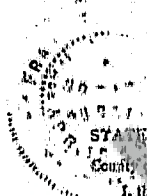
The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, 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 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.

Josephine A. Meyer (Seal)
Harold A. McFall (Seal)
Hazel C. McFall (Seal)



STATE OF WASHINGTON,
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 14th day of April, 1922, persons appeared before me, JOSEPHINE A. MEYER, a widow, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

Frank C. McFall
 Notary Public in and for the state of Washington,
 residing at Stevenson, Oregon.

74675

Transamerica Title Insurance Co.

Notary Public in and for the state of Washington

Filed for Record at Request of

Name.....

Address.....

City and State.....

RECEIVED
EXHIBIT
INDEXED
RECORDED
COMPALED
MAILED

NOTES OF RECORD FOR RECORDS DEPT.	
COUNTY OF CLATSOP	
THEREIN CONTAINED THE RECORD	
RECEIVED	AT 10:40 A.M. April 17, 1922
DEPT. OF RECORDS	RECORDED IN BOOK 63
OF CLATSOP	RECORDS OF CLATSOP COUNTY, WASH.
F. McFall	