

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between A. R. MEYERS and HELEN MEYERS, husband and wife, hereinafter referred to as "Seller", and GEORGE AGUN and SHIRLEY B. AGUN, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situate in the County of Skamania, State of Washington:

That portion of the Southwest quarter (SW $\frac{1}{4}$) of Section 6, Township 1 North, Range 5 E.W.M., more particularly described as follows:

Beginning at a point on the North line of the Southwest quarter of the said Section 6 which point is 406 feet East of the West line of the said Section 6; thence East along the North line of the Southwest quarter of the said Section 6, 1328 feet; thence South, and at right angles, 1845 feet more or less to a point East of the Northwest corner of a tract of land conveyed to Claude Stelter and Ann M. Stelter, husband and wife, by Deed dated March 2, 1953, and recorded March 23, 1953, at page 258 of Book 36 of Deeds, Records of Skamania County, Washington; thence West 1163 feet more or less to the Northwest corner of the said tract conveyed to Claude Stelter and wife; thence South 370 feet to intersection with the Northerly line of the Cape Horn County Road; thence Westerly following the Northerly line of the said road 265 feet more or less to a point which is 406 feet east of the West line of the said Section 6; thence North 2010 feet, more or less to the point of beginning.

AND AS CONDITIONS OF THIS CONTRACT THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of Five thousand five hundred dollars (\$5,500.00) of which Purchaser has paid to Seller the sum of One thousand dollars (\$1,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$4,500.00 shall be due and payable in semi-annual installments of Five hundred dollars (\$500.00), or more at Purchaser's option. The unpaid balances of the purchase price from time to time shall bear interest from the date of this contract at the rate of six (6%) percent per annum, and the aforesaid installments shall be first applied in payment of the said interest, and the balance of the same shall be credited to the principal. The semi-annual payments above provided shall commence on the 1st day of January, 1958 and shall continue on the first day of each July and January of each year thereafter until the entire balance of the purchase price and interest is paid in full. It is agreed however that purchaser shall be privileged to make advanced payments from time to time to apply upon the aforesaid semi-annual installments, it being understood that such payments shall total not less than \$500.00 during each such six month period.

2. ASSIGNMENT: Seller warrants that he will not assign, transfer, sell, encumber or in any manner alienate his interest in this contract or the property covered thereby either in whole or in part, without the written consent of the Seller.

JACKSON & MILLER
ATTORNEYS-AT-LAW
CAMAS, WASHINGTON

3. TAXES: Seller warrants that the real property taxes upon said property are paid through the year 1957, and Purchaser covenants to seasonably pay all taxes and assessments hereafter levied on the property.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the premises upon the execution and delivery of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste and to employ good husbandry in his use of the property. Purchaser further covenants to keep the fences thereon in good repair, and Purchaser shall be privileged to construct such fences and permanent improvements thereon as he shall elect, but which fences and improvements shall become a permanent part of the real estate. Purchaser further covenants to seasonably pay all charges to said premises for improvements, repairs, utilities and otherwise to the end that the same shall not become liens on the premises. In event Purchaser shall fail to make any such payments for taxes, repairs, utilities, improvements, or otherwise, as hereinbefore provided to be paid by Purchaser, then Seller may, at his election, make any such payments and the amount so paid shall be repayable by Purchaser on demand, or Seller may, at his option, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a Warranty Deed conveying the property as hereinbefore described to Purchaser, free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of 15 days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of such action shall not constitute an election not to proceed otherwise as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or classified United States mail, addressed to the present mailing address of the Purchaser, or to such other address as Purchaser may designate in writing.

26th IN WITNESS WHEREOF, the parties have executed this instrument this day of June, 1957.

A. R. Meyers
A. R. Meyers

Helen Meyers
Helen Meyers

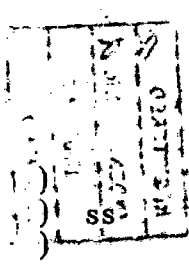
S E L L E R

George Agun
George Agun

Shirley B. Agun
Shirley B. Agun

P U R C H A S E R

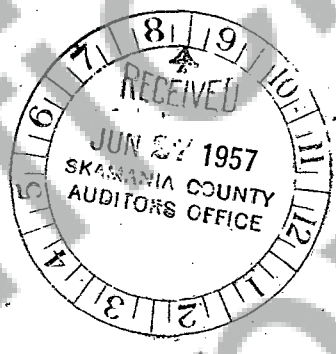
STATE OF WASHINGTON
COUNTY OF CLARK



On this day personally appeared, before me A. R. MEYERS, HELEN MEYERS, GEORGE AGUN and SHIRLEY B. AGUN, to me known to be the individuals described, in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of June, 1957.

Jefferson D. Miller
Notary Public in and for the State
of Washington;
Residing at Camas, therein.



No. 2190
TRANSACTION EXCISE TAX
JUN 27 1957
Amount Paid \$55.00
Mabel J. Jeter
Skamania County Treasurer
By *Annette S. Hutchinson*, Dep.