

THIS AGREEMENT, Made this First day of June, A. D. 1942, between R. L. Foster and Elizabeth M. Foster, husband and wife, hereinafter termed the Seller, and Richard Churchman and Lola Churchman, husband and wife, hereinafter termed the Purchaser.

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 purchaser and the purchaser hereby agrees to buy from the seller the following described real property, situate in the County of Skamania, State of Washington, to-wit:

Beginning at a Brass Cap on the North line of the Daniel Baughman Donation Land Claim where said line crosses the section line between Sections One and Two, Township 2 North Range 7 East W. M.; Thence North along said Section line One Hundred and Forty Six (146) feet; Thence West One Hundred and Forty Nine (149) feet; Thence South One Hundred Eighteen and Five-tenths (118.5) feet; Thence South 66 deg. 14' East Sixty Nine and Five-tenths (69.5) feet; thence East along the line of the Daniel Baughman D. L. C. Eighty Three and Three-tenths (83.3) feet to the place of beginning; excepting old State Road No. 8 (as the same was located and established as such prior to 1927, the said road now being the County Road).

Also the right to lay water pipe over contiguous property, now or formerly belonging to the Seller's grantor's to Foster Creek; as specified in that certain contract between the Sellers and J. F. Atwell and Lucy Atwell, dated April 1, 1936.

for the sum of Eighteen Hundred Dollars of which the purchaser has paid the sum of Five Hundred Dollars receipt of which is hereby acknowledged and the purchaser agrees to pay the remainder of the principal in the sum of Thirteen Hundred Dollars, as follows, to-wit:

It is expressly understood and agreed that the above described premises are now subject to two unsatisfied mortgages, more particularly described as follows:

(a). A certain real property mortgage made by the Sellers to the Bank of Stevenson, Stevenson, Wash., in the principal sum of Five Hundred Dollars, with interest at the rate of 8% per annum, payable on or before three years from the 4th day of April, 1942; and as the same now appears of record in Book V of Mortgages at Page 476, records of Skamania County.

(b). A certain real property mortgage made by the Sellers to the Bank of Stevenson, Stevenson, Wash., in the principal sum of Two Hundred and Twenty Three & 58/100 Dollars, payable in monthly installments of Fifteen and 97/100 Dollars.

The Purchasers do hereby assume and agree to pay each of said mortgages, and hold the Sellers harmless by reason thereof; and the Sellers agree that each and every payment made by the purchasers upon said mortgage indebtedness, on the principal sum only, shall be treated and considered as a payment hereunder; and if and when the Purchasers shall have fully paid and satisfied said mortgages the balance due to the Sellers shall be the sum of Five Hundred and Seventy Six & 42/100 Dollars, only.

Said balance of \$576.42 shall be payable in monthly installments of Sixteen Dollars per month, or more, without interest; the first monthly payment to become due on the 10th day of May, 1945, and monthly thereafter on the 10th day of each month until said balance shall have been paid in full.

The seller will furnish an abstract of title, or at his option, title insurance, certified to date of this contract but same shall not become the property of the purchaser until this contract has been fully paid and its terms fully performed.

The purchaser shall be entitled to immediate possession of said premises. The said purchaser agrees to the following terms and conditions, towit: To make the payments above agreed to, promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies selected by the seller against loss or damage by fire in a sum of not less than Fifteen Hundred Dollars with loss payable to mortgagee, if any, seller and purchaser as their respective interests may appear. All policies on the buildings to be delivered to the seller; to take the property covered hereby in the condition and as it stands at the date of this contract and to pay the consideration agreed upon and named herein regard-