

This contract, made this 10th day of April, 1952 between Otis J. Johnson and Cecilia I Johnson, husband and wife hereinafter called the "seller" and Thomas Ray Hafford and Madge R. Hafford, husband and wife hereinafter called the "purchaser", Stevenson, Washington,

WITNESSETH: For and in consideration of the sum of Eight Thousand (\$8000.00) dollars to be paid in the manner and at the times hereinafter set forth, and for and in consideration of the mutual covenants hereinafter contained, 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:

The northeast quarter of Section 25 in Township 3 North of Range 7 East of the Willamette Meridian, EXCEPTING therefrom the following described tracts of land, to-wit:

1. That certain tract sold to S.S. Richards by deed dated May 25, 1904, and recorded in Book "H" of Deeds at page 621 records of Skamania County, Washington, said tract containing 21.63 acres.

2. That certain tract containing one (1) acre sold by deed dated May 29, 1907 to School District No. 20, recorded August 12, 1907, at page 407, Book "K" of Deeds, records of Skamania County.

3. That certain tract of two (2) acres more or less, sold to William Kirkman by deed dated April 7, 1908, recorded April 7, 1908, in Book "L" of Deeds at page 67, records of Skamania County.

4. That certain tract containing 2.07 acres sold to Edwin W. Schoolcraft by deed dated April 25, 1910, recorded in Book "M" of Deeds at page 243, records of Skamania County.

5. That certain tract conveyed to C.L. Ruff by deed dated February 25, 1924, recorded in Book "T" of Deeds at page 506, records of Skamania County.

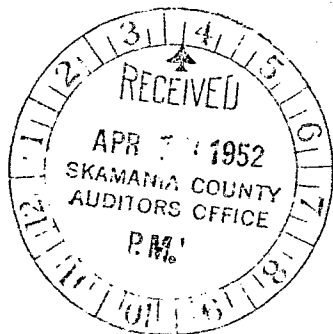
ALSO CONVEYING that tract described as follows:

Beginning at a point on the south line of the Kirkman tract, said point being 1060 feet west and 346.5 feet south of the Northeast corner of Section 25 in Township 3 North, of Range 7 East of the Willamette Meridian, thence following the south boundary of the County Road as follows: North 48° 43' East 130 feet, thence North 26° 20' East 112 feet to Kirkman's east line, thence South 27° 30' East along said line 208 feet to Kirkman's Southeast corner, thence west along Kirkman's south line 245 feet to the place of beginning, containing 0.58 acres.

ALSO EXCEPTING that portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian which lies west of the County Road known as Kanaka Creek Road, and south of a line 41 rods north of and parallel to the south line of said Northeast quarter of Section 25 aforesaid.

SUBJECT to easements, reservations and restrictive covenants of record.

On the following terms and conditions: As above stated, the purchase price is Eight Thousand (\$8000.00) dollars, of which Two Thousand (\$2000.00) has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said



NO. 398
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID APR 5 1952
AMOUNT \$0.00
COUNTY TREASURER
BY *Julia L. ...*

purchase price as follows:

Fifty (\$50.00) dollars or more will be paid on or before May 15, 1952, and fifty dollars or more will be paid on or before the fifteenth day of each and every month thereafter until the full purchase price has been paid plus interest at the rate of six per cent per annum. Interest is to be computed monthly on unpaid balance, deducted first from each payment, with balance of payment applied on principle. Purchaser reserves the right to pay off balance of purchase price at any time he is not in default under this contract with interest computed as above. The aforesaid payments shall be made at the Bank of Stevenson, Stevenson, Washington.

The purchaser agrees: (1) to pay before delinquency all taxes and assessments which may hereinafter become a lien against the said real property; (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, for the benefit of 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. In case of the purchaser's failure so to do the seller at his option may purchase such fire insurance policy and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) 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; (6) until the full purchase price has been paid, not to cut any timber except for household use without the written consent of the seller and then only if proceeds from sale of such timber are applied on purchase price over and above regular monthly payments as specified in this contract, nor to sell standing timber without same such consent.

The seller agrees: (1) 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, free of encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller; (2) within thirty days herefrom to procure and deliver, to the purchaser, a title policy insuring the purchaser to the full amount of the 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; (3) to assume and pay any excise tax which may be levied on the sale of the property to the purchaser under Section 11, Laws Ex. 1951; (4) that the purchaser shall have possession of the said property within ten days herefrom

And it is further agreed 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; and 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.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Otis J. Johnson (SEAL)

Cecilia I. Johnson (SEAL)

J. R. Hafford (SEAL)

Mary L. Hafford (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 17th day of April, 1952 personally appeared before me Otis J. Johnson and Cecilia I. Johnson, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed 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.

[Signature]

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