

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEON P. MONTCHALIN and YVONNE MONTCHALIN, husband and wife, hereinafter referred to as "Seller", and WILLIAM H. WARD and JAMES R. CARMACK, 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.

The South one-half of the Northwest one-quarter of Section five, Township One, North of Range 5, East of the Willamette Meridian.

AND

The South one-half of the North one-half of Section Seventeen, Township Two, North of Range 7, East of the Willamette Meridian.

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 Three thousand one hundred dollars (\$3,100.00), of which Purchaser has paid to Seller the sum of Five hundred dollars (\$500.00), upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$2600.00 shall be due and payable in annual installments of \$500.00, or more, at Purchaser's option, plus interest accrued on the unpaid balances of the purchase price from time to time at the rate of five (5) percent per annum. The aforesaid annual installments of principal and interest shall commence on the 1st day of March, 1957, and shall continue on the same day of each year thereafter until the entire balance of the purchase price and interest is paid in full.

2. ASSIGNMENT: Purchaser covenants 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.

3. TAXES: Purchaser covenants to seasonably pay all real property taxes and assessments of every kind that shall be 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 Seller.

5. POSSESSION, USE, AND TITLE: It is agreed that Purchaser shall be entitled to the exclusive possession of the premises upon the execution and delivery of this contract and during such time as the same shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner and to commit no waste. Purchaser further covenants to pay all charges for improvements, taxes, or otherwise, to the end that the same shall not become liens on the premises. In event Purchaser shall fail or neglect to make any payments for taxes, improvements or otherwise, as hereinbefore provided to be made 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 election, 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 Quit-Claim Deed in the usual statutory form conveying all interest of Seller's in the real property above described.

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 six (6) months, 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 over-due 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 covenants or of any future breach of any term of this contract.

In event Seller shall prevail in legal or equitable action to enforce any rights under this contract, then Purchaser agrees to pay a reasonable amount in said suit or action as attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this 12th day of March, 1956.

William H. Ward
William H. Ward

Leon P. Montchalin
Leon P. Montchalin

James R. Carmack
James R. Carmack

Yvonne Montchalin
Yvonne Montchalin

P u r c h a s e r s

S e l l e r s

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

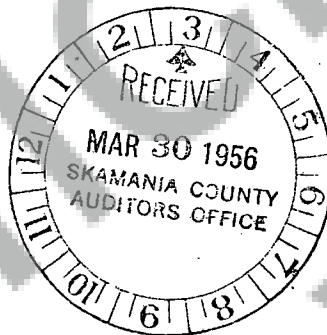
On this day personally appeared before me LEON P. MONTCHALIN, YVONNE MONTCHALIN, WILLIAM H. WARD and JAMES R. CARMACK, to me known to be the individ-

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uals 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 1st day of March, 1956.

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



1807
DECEMBER 1955
MAR 3 1956
A. J. J. #3100
Mabel J. Jeter
Annelle A. Hutcherson
Deputy