

THIS AGREEMENT, made and entered into this 1st day of September, 1956, by and between STACY REEVES, SR. and FLOSSIE L. REEVES, husband and wife, hereinafter referred to as SELLERS, and EDWIN LEIGHTON and VIRGINIA LEIGHTON, husband and wife, hereinafter referred to as PURCHASERS:

W I T N E S S E T H: The sellers agree to sell to the purchasers and the purchasers agree to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to wit:

Commencing at the center of Section Eleven (11), Township Three (3) North, Range Nine (9) East of the Willamette Meridian, thence West 75 feet, thence South 285 feet, thence East 75 feet, thence North 285 feet to the place of beginning.

The terms and conditions of this contract are as follows: That the total purchase price shall be the sum of THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$3,750.00). This sum of \$3,750.00 shall be payable as follows: The sum of FORTY AND NO/100 DOLLARS (\$40.00) per month or more with right of acceleration in the purchasers, with interest included in said monthly payments at the rate of 6 percent per annum on the unpaid balances monthly, said monthly payments to commence on the 15<sup>th</sup> day of October, 1956, and each and every month thereafter until the entire principal and interest shall have been paid in full.

The purchasers agree to pay before delinquency all taxes and assessments that as may between purchasers and sellers hereafter become a lien on said premises.

That the purchasers shall procure a policy of fire insurance in the amount not less than \$3,750.00 with loss payable to the seller herein. That in the event of such loss or damage to said premises by fire or the elements then the proceeds of said insurance policy shall be payable to the respective parties in their interest may appear at the time of such loss or damage.

The purchasers shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

The sellers agree that on full payment of said purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed of said described premises.

Time is of the essence of this contract. In case the purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to wit:

Cook, Washington

or at such other address as the purchaser will indicate to the seller, in writing. That the parties hereto agree that this contract may not be assigned by either parties hereto unless with the consent of each party hereto in writing and signed.

The purchasers agree that full inspection of the described premises has been made and that neither the seller or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the purchasers shall fail to make any payment hereinbefore provided by the purchasers to be made, the seller may make such payment and any amount so paid by the seller, together with interest therefrom the date of payment until repaid at the rate of 6 percent per annum, shall be repayable by the purchaser on demand without prejudice to any other right the seller might have by reason of such default.

In the event that action or suit be brought in this contract by the seller against the purchaser to enforce any covenant herein or for payment of installments or otherwise, the purchaser herein agrees to stand all costs of court and such

fees as the court may adjudge as reasonable attorney's fees herein.

IN WITNESS WHEREOF, We, the undersigned, have hereunto set our hands and seals on the day and year first mentioned herein. 43-117

Stacy Reeves Sr.  
Flossie L. Reeves  
SELLERS

Edwin Leighton  
Virginia Leighton  
PURCHASERS

STATE OF WASHINGTON )

:s:

County of Klickitat )

On this day personally appeared before me STACY REEVES, SR. and FLOSSIE L. REEVES, husband and wife, 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 15 day of September, 1956.

Garth S. Sander  
Notary Public in and for the State of  
Washington, residing at White Salmon.

STATE OF WASHINGTON )

:s:

County of Klickitat )

On this day personally appeared before me EDWIN LEIGHTON and VIRGINIA LEIGHTON, husband and wife, 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 15 day of September, 1956.

Garth S. Sander  
Notary Public in and for the State of  
Washington, residing at White Salmon.

No. 56

TRANSACTION EXCISE TAX

DEC 20 1956

Amount Paid \$37.50 <sup>50</sup> 75¢ paid

Mabel J. Guter  
Skamania County Treasurer

By .....