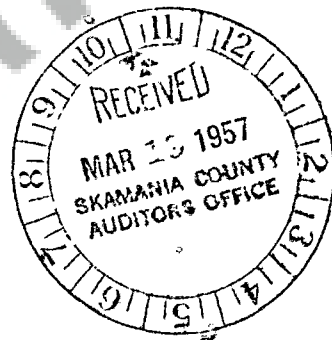


THIS AGREEMENT, made this 16<sup>th</sup> day of March, 1957, between NORMAN G. HOWELL and JEAN L. HOWELL, husband and wife, hereinafter called "Sellers", and JAMES F. LEONARD and BERNADINE LEONARD, husband and wife, hereinafter called "Buyers", WITNESSETH:

## I.

That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers the following described real estate situate in Skamania County, Washington, to-wit:

Beginning at a point 30 feet north and 220 feet west of the southeast corner of Section 20, Township 3 North, Range 8 E.W.M.; thence north 200 feet; thence west 209 feet; thence south 200 feet; thence east 209 feet to the point of beginning.



## II.

PURCHASE PRICE: The purchase price for said real estate is the sum of Nine Thousand Five Hundred and no/100 (\$9,500.00) Dollars, of which the Buyers have this day paid the sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars as down payment and earnest money, receipt of which is hereby acknowledged by the Sellers. The balance of \$7,000.00 due to the Sellers shall be paid in monthly installments as follows: \$125.00, or more, on the 1st day of May, 1957, and \$125.00, or more, on the 1st day of each month thereafter until the full amount of principal and interest has been paid. All payments shall include interest on the unpaid balance from time to time at the rate of six (6%) per cent per annum computed from the date of this contract until said balance has been paid in full.

Buyers reserve the right to pay the balance due on this contract in full at any time without penalty.

All payments under this contract shall be made to the Sellers at Camas, Washington, or at such other place as the Sellers shall in writing direct.

III.

POSSESSION: Possession of said premises shall be delivered to the Buyers upon the execution of this contract, subject to existing tenancies, if any.

IV.

PREPAID TAXES, FIRE INSURANCE AND RENT: The 1957 real estate taxes, any prepaid fire insurance and any prepaid rent shall be pro rated between Buyers and Sellers as of the date of this contract.

V.

BUYERS' COVENANTS: Buyers agree to make the payments herein mentioned in the manner and on dates named; to keep the buildings on the premises constantly insured against loss by fire in the full insurable value thereof, with loss payable to Buyers and Sellers as their respective interests appear; to keep the property covered by this contract in the condition as it stands at the date of this contract, and to pay the purchase price agreed upon regardless of any loss, destruction or damage to the said property by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof, to permit the Sellers or their agents to enter upon said premises at any reasonable time to inspect the same, to pay seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatever kind and nature, which may hereafter be lawfully imposed upon said premises, and agree not to permit or suffer any part of said premises to become subject to any assessment, lien charges or encumbrance whatsoever having or taking precedence over the rights of sellers in and to said property; not to remove the buildings or other improvements without the written consent of the Sellers, nor to permit any waste, destruction or other damage to the premises.

Should the Buyers fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Sellers may pay the same and such sums as may be so paid by Sellers shall be secured by this contract and the said sums shall be

repaid by the Buyers to the Sellers with interest thereon from each respective date of advancement until paid at the rate of six (6%) per cent per annum, payable semi-annually.

VI.

DEED AND TITLE INSURANCE: Sellers agree to execute and deliver to Buyers within 30 days after final payment on this contract a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances as of the date of the execution of this contract, except those mentioned herein. Sellers are at this time procuring and delivering to Buyers a purchaser's policy of title insurance and it is agreed that they shall have no obligation to give further proof of their title.

VII.

ASSIGNMENT: It is agreed that no assignment of this contract shall be valid unless the same shall be consented to by the Sellers in writing, and any attempted assignment or leasing by the Buyers shall be void unless consented to as above provided.

VIII.

FORFEITURE: Time is of the essence of this contract, and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers shall have the right to declare this contract null and void; and if the Buyers shall fail to make good such default within fifteen (15) days after the Sellers shall have served a written notice of declaration of forfeiture by delivering said notice to the Buyers or mailing same by registered mail to said Buyers at their last known address or to the address given on this contract, at the Sellers' option, then, and in that event, all of the rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revest in, the Sellers, without further action on the part of the Sellers and without any right of the Buyers to reclamation or compensation for money paid,

or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the Sellers in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the sellers for the Buyers' failure to complete this contract.

## IX.

OTHER REMEDIES: As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Sellers and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed.

Or Sellers may, in the event of such default, at their election, declare the entire unpaid balance immediately due and payable and bring such action or actions as they may deem appropriate to effect collection thereof.

It is agreed that any such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default.

## X.

COURT COSTS AND ATTORNEY'S FEES: In any action by the Sellers to procure an adjudication of the termination of Buyers' rights under this contract or to recover any intermediate installments or any advances repayable to Sellers, or in any action to recover the unpaid balance on this contract or to enforce any other rights of Sellers hereunder, Buyers agree to pay the expenses of searching the title for the purpose of such action, together with all costs<sup>9</sup> and a reasonable attorney's fee.

