

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between DONALD SEXTON and CONNIE F. SEXTON, husband and wife, hereinafter referred to as "Seller", and CLAIR R. CALDWELL and AGNES N. CALDWELL, husband and wife, herein after 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 Southeast quarter of the Southwest quarter (SE¹ of SW⁴) and the Southwest quarter of the Southeast quarter (SW¹ of SE⁴) of Section eighteen (18), Township two (2) North, Range five (5), East of the Willamette Meridian,

SUBJECT TO easement for a roadway granted to the United States as shown of record,

EXCEPT from the foregoing the following described tract: Beginning at the Southwest corner of the Southeast quarter of the Southwest quarter of said Section eighteen (18); thence East 408 feet; thence North 560 feet; thence West 408 feet; thence South 560 feet.

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 Thirty-five hundred dollars (\$3500.00), of which Purchaser has paid to Seller the sum of Three hundred dollars (\$300.00), upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of Thirty-two hundred dollars (\$3200.00), shall be due and payable in monthly installments of Fifty dollars (\$50.00), or more, at Purchaser's option. The unpaid balances of the purchase price from month to month shall bear interest at the rate of six (6%) per annum, and the aforesaid monthly installments shall be first applied in payment of said interest, and the balance of the same shall be applied to the principal. The monthly payments above provided shall commence on the 10th day of June, 1957, and shall continue on the same day of each month 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: Seller warrants that the real property taxes upon said premises are paid through the year 1956, and the parties agree that the 1957 taxes thereon shall be prorated between the parties to the date of this sale. Purchaser further covenants to seasonably pay all such real property taxes and assessments of every kind and nature hereafter levied on said 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 the Seller.

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ATTORNEYS-AT-LAW
CAMAS, WASHINGTON

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of the premises upon the execution of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that the contract is being performed. Purchaser covenants to use the premises in a lawful manner, to commit no waste and to keep the premises in a clean and sanitary condition and in a good state of repair. Purchaser further covenants to seasonably pay all charges for repairs, improvements and utilities to the end that the same shall not become liens on the premises. In event Purchaser shall fail or neglect to make any such payments for taxes, repairs, utilities, or otherwise, as hereinbefore provided to be paid 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 option, 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 Warranty Deed conveying the property as hereinbefore described to Purchaser, free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract. Seller further covenants upon the performance of this contract to furnish to Purchaser a policy of title insurance in the amount of the purchase price insuring the title to said premises as herein bargained to be conveyed.

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 15 days, then Seller may declare Purchaser's interest hereunder forfeited and may re-possess 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 overdue 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 a legal or equitable action to enforce any rights under this contract, then Purchaser agrees to pay a reasonable sum as attorney's fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 21st day of May, 1957.

Douglas Sexton
Douglas Sexton

Claire R. Caldwell
Claire R. Caldwell

Connie F. Sexton
Connie F. Sexton

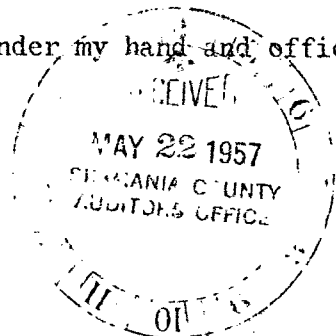
Agnes N. Caldwell
Agnes N. Caldwell

STATE OF WASHINGTON)
COUNTY OF CLATSOP) ss

On this day personally appeared before me DOUGLAS SEATON, CONNIE F. SEATON, CLAIRE R. CALDWELL and AGNES N. CALDWELL, 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 21st day of May, 1957.



Frank D. Wright
Notary Public in and for the State
of Washington;
Residing at Camas, therein.

No.

TRANSACTION EXCISE TAX

MAY 22 1957

Amount Paid \$ 35.00

Mabel J. Jeter
Skamania County Treasurer

By *Annette S. Hutcherson*

Unofficial Copy