

THIS AGREEMENT, made and entered into this 23rd day of November, 1956, by and between ERNIE O. YATES and IRENE E. YATES, husband and wife, hereinafter referred to as SELLER, and JESSIE M. ARNOLD, wife of Harold J. Arnold, solely and separately, and JUANITA M. ARNOLD, solely and separately, hereinafter referred to as PURCHASERS,

WITNESSETH:

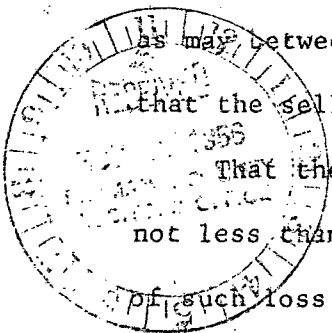
The sellers agree to sell to the purchasers and the purchasers agree to purchase of the seller the following described real estate situated in the County of Skamania, State of Washington, to wit:

The South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$), and the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$), all in Section 15, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, State of Washington, and containing 7 $\frac{1}{2}$ acres, more or less.

The terms and conditions of this contract are as follows: That the total purchase price shall be the sum of SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$6,750.00) of which the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) has been paid by purchasers unto the sellers, the receipt of which is hereby acknowledged. The balance of FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$5,250.00) shall be payable as follows: The sum of SIXTY AND NO/100 DOLLARS (\$60.00) or more, including interest at the rate of 5% on all deferred balances, shall be payable by the purchaser unto the seller, the said monthly payments to commence on the 23rd day of DECEMBER, 1956 and each and every month thereafter until the entire principal and interest shall have been paid in full.

All instruments including the warranty deed herein mentioned shall be deposited in escrow in the National Bank of Commerce, White Salmon Branch, according to escrow instructions between the seller and purchaser.

The purchasers agree to pay before delinquency all taxes and assessments that may become a lien on said premises but that the seller shall be obligated to pay all taxes due and payable in the year 1956. That the purchasers shall procure a policy of fire insurance in the amount not less than \$5,500.00 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



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of said insurance policy shall be payable to the respective parties as 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 purchasers hereunder shall be retained by the sellers 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: c/o J.C. Vanausdoll, Box 13, Dow, Ill.

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 of the parties hereto unless with the consent of each party hereto in writing and signed.

That 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 thereon from the date of payment until repaid at the rate of 5% 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.

The purchasers shall have possession of the above described premises on or before thirty (30) days from the date of this instrument.

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 purchasers herein agreed to stand all costs of court and such fees as the court may adjudge as reasonable attorney's fees herein.

It is agreed herein that the sellers shall obtain a policy of title insurance in the amount of \$6,750.00 in favor of the purchasers and shall stand the expenses of same and the sellers warrant that they shall convey good and clear title to same.

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

Ernie O. Yates
Irene E. Yates
SELLERS

Jessie M. Arnold
Juanita M. Arnold
PURCHASERS

STATE OF WASHINGTON)
County of Klickitat)

On this day personally appeared before me ERNIE O. YATES and IRENE E. YATES, husband and wife, to be 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 23rd day of November, 1956.

Frank A. Johnson
Notary Public in and for the State of Washington, residing at White Salmon.

STATE OF WASHINGTON)
County of Klickitat)

On this day personally appeared before me JESSIE M. ARNOLD, wife of Harold J. Arnold, solely and separately, and JUANITA M. ARNOLD, solely and separately, 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 23rd day of November, 1956.

Frank A. Johnson
Notary Public in and for the State of Washington, residing at White Salmon.

No. 2037
TRANSACTION EXCISE TAX
NOV 27 1956
Amount Paid \$625.00
Mabel J. Yates
Shamane County Treasurer
By Lucretia S. Hutcherson, Dy.