

Real Estate Contract.

This agreement made and entered into this 31st of May, 1960 by and between May Krall, hereinafter called seller and Eugene Leighton hereinafter referred to as purchaser,

witnesseth; the seller agree to sell and the purchasers agree to purchase the following described real estate situate in the County of Skamania, Washington, described as follows;

Commencing at the Southwest corner of Lot 2, in Oregon Lumber Company's subdivision to part of section 14, in township 3, North Range 9, East of the Willamette Meridian, according the official plat thereof on file and on record in the office of the County Auditor of Skamania County, Washington, thence East along South line of said lot 2, 166 feet, thence North 130 feet, Thence West 166 feet to the west line of said lot 2, thence South 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 \$3500. This sum shall be paid as follows, \$1500. cash; the remaining \$2000.00 shall be paid at the rate of \$40.00 per month, with interest included in said monthly payments at the rate of six percent per annum on the unpaid balances paid monthly said payments to commence on the 15 day of April 1960 each payment on every month thereafter until the entire principal and interest shall be paid in full. The purchasers have the right to accelerate the payments.

The purchasers agree to pay before delinquency all taxes and assessments, hereafter to become a lien on said premises.

The purchasers shall procure a policy of fire insurance in the amount of \$3500. with the loss payable to the seller herein In the event of such loss or damage to the premises, the proceeds of said insurance policy shall be paid to the respective parties as their interest shall appear.

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

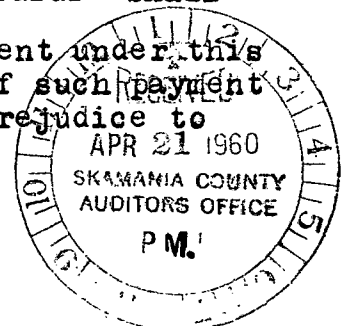
The sellers agree that on full payment of said purchase price they will make execute and deliver to the purchaser a good and sufficient warranty deed of the said premises.

Time is the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall become due, or to perform any other covenant or agreement herein contained, the seller may elect to declare forfeiture and cancellation of this agreement, and upon such election being made, all rights of the purchaser hereunder shall become null and void, and all payments made hereunder shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all notice of such forfeiture and cancellation made by registered mail addressed to the purchaser at Cook, Washington, or to such address, as the purchaser may indicate to the seller in writing.

This contract may not be assigned by either party without consent of the other

Full inspection of the premises has been made by the purchaser and the parties agree that no agreement has been made as to alterations, improvements or repairs, and no agreement in the future shall be made, except in writing signed by the seller.

In case the purchaser shall fail to make any payment under this contract, the seller may make same, and reimbursement of such payment together with 6 percent interest shall be made, without prejudice to any other right the seller may have hereunder



In case of any suit under this contract for the payment of installments or otherwise, the purchaser agree to pay Court costs, including a reasonable attorneys fee.

May Krall

Andy Krall

Eugene L. Leighton

State of Washington
County of Skamania

I, G. E. Lovell, a notary public do hereby certify that on this the 31st day of March, 1960 personally appeared before me Andy Krall and May Krall, husband and wife, and acknowledged that they signed the same freely and voluntarily for the uses and purposes therein stated.

G. E. Lovell
Notary for the State of Washington, residing at Stevenson.

3028

No.

TRANSACTION EXCISE TAX

APR 21 1960

Amount Paid

\$35.00

Michael O'Donnell
Skamania County Treasurer

By