

KNOW ALL MEN BY THESE PRESENTS:

That ROBERT L. WILKIE and WREAH M. WILKIE, husband and wife, hereinafter called the "Sellers", and GARY HEGEWALD and JUDITH HEGEWALD, husband and wife, hereinafter called the "Buyers", covenant and agree as follows:

The Sellers agree to sell and the Buyers agree to purchase, upon the terms and conditions hereinafter specified, the following described real property situated in Skamania County, Washington, to wit:

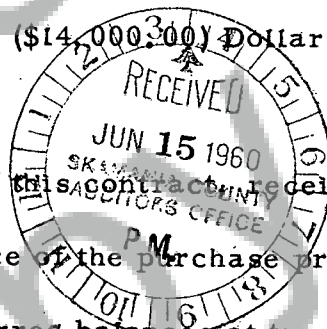
Lot One (1), and the north 6 feet of Lot Two (2), of CHESSER ADDITION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

SUBJECT to easements and rights of way for public roads over and across said property, if any;

SUBJECT to the effect, if any, of the municipal ordinances of the Town of Stevenson, Washington.

for the total purchase price of Fourteen Thousand (\$14,000.00) Dollars, payable as follows:

The sum of \$3500.00 cash upon execution of this contract, receipt whereof is hereby acknowledged by Sellers, and the balance of the purchase price in the sum of \$10,500.00, together with interest on deferred balances at the rate of 6 1/2% per annum, to be paid as follows: On the 25<sup>th</sup> day of July, 1960, the sum of not less than \$91.50 to apply on principal and interest, the sum of \$5.50 to establish a reserve for payment of taxes, and the sum of \$2.00 to establish a reserve for payment of fire insurance, or a total of not less than \$99.00, and a like payment totalling not less than \$99.00 on the 25<sup>th</sup> day of each and every month thereafter until the purchase price and interest has been fully paid; it being understood that out of the payments made each month, first shall be deducted the said sums as reserves for taxes and fire insurance payments, the interest due and payable at the time of payment, and the balance applied on the principal. The Buyers shall be entitled to make larger or additional payments than those above specified at any time they so desire, and it is further agreed by the parties hereto that in the event the sums above stipulated to be reserved for payment of taxes and fire insurance premiums are insufficient to pay the same, the Buyers agree to pay such additional



sums as reserves as may be necessary to pay said taxes and fire insurance premiums.

The Buyers shall be entitled to the use, occupancy and possession of said premises as of the 25<sup>TH</sup> day of JUNE, 1960, subject only to Sellers' right to enter thereon at reasonable times for the purpose of making inspection thereof.

The Buyers shall not assign this contract or any interest therein or any interest in and to the real property above described, without the written consent of the Sellers so to do.

The Buyers and Sellers agree that real property taxes and fire insurance premiums shall be pro-rated between the parties as of the date of possession of said premises by the Buyers. The Buyers agree to pay before delinquency any and all taxes and assessments which may, as between Sellers and Buyers hereafter become a lien on said property, and Buyers further agree to assume all hazards or damage to or destruction of any improvements which may hereafter be placed on said property and further assume all hazards or risk of any condemnation of said property or any part thereof, and further agree not to use said premises or any part thereof for any illegal purpose.

The Buyers shall keep the improvements on said real premises insured with a reliable insurance company for the full insurable value of said improvements, with loss payable clause in favor of Sellers herein as their interest may appear. It is agreed that if a fire occurs, any payments made to Sellers under said policy of insurance shall be credited by them upon the unpaid balance of the purchase price, but shall not relieve Buyers from payment of the monthly installments as herein required.

Any loss or injury caused to said real property or its appurtenances or improvements from any cause whatsoever shall be upon the Buyers and, in such event,

they shall not be relieved from payment of the monthly installments as herein required.

The Buyers agree that full inspection of said premises has been made and that neither the Sellers nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on is in writing and is attached to and made a part of this contract.

It is understood and agreed that Sellers are furnishing to Buyers at this time a policy of title insurance covering said premises and shall not be required to furnish any other or additional policy of title insurance or abstract when this contract is paid in full by the Buyers.

Upon payment in full by the Buyers of the purchase price and interest above specified, the Sellers will make, execute and deliver to Buyers a warranty deed conveying said premises to Buyers, excepting any part which may hereafter be condemned, free and clear of any encumbrances except such as may occur or accrue through the fault, act or neglect of any person other than Sellers.

Time is of the essence of this agreement. If Buyers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, Sellers may elect to declare all of Buyers' rights hereunder terminated and upon their doing so all payments made by Buyers hereunder and all improvements placed upon the premises shall be forfeited to Sellers as liquidated damages, and Sellers shall have the right to re-enter and take possession of the property and no waiver by the Sellers of any default on the part of Buyers, shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any improvements on the property by fire or other cause, all of the moneys received by Sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any such which Sellers may be re-

quired to expend in procuring such money, or, at the election of Sellers, to the rebuilding or restoration of the premises.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the Buyers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their signatures in duplicate, this 14<sup>th</sup> day of June, 1960.

No. 3097  
TRANSACTION EXCISE TAX

JUN 15 1960

Amount Paid 140.00  
Michael O'Donnell  
Skamania County Treasurer  
By .....

STATE OF WASHINGTON )  
: ss  
COUNTY OF CLARK )

Robert L. Wilkie  
Wreaha M. Wilkie  
SELLERS

Judith Hegewald  
Gary Hegewald  
BUYERS

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 14<sup>th</sup> day of June, 1960, personally appeared Robert L. Wilkie and Wreaha M. Wilkie, husband and wife, and Gary Hegewald and Judith Hegewald, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their own free and voluntary acts and deeds for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

[Signature]  
Notary Public in and for the State of Washington,  
residing at Canas therein