

FOR AND IN CONSIDERATION of the premises hereinafter set out, HOWARD H. FISHBURN & LEOLA B. FISHBURN, husband and wife,

hereinafter called the seller, agrees to sell, and CLYDE E. WEBBERLEY & MARY E. WEBBERLEY, husband and wife,

hereinafter called the buyer, agrees to buy the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

PARCEL NO. 1 Beginning at the southeast corner of the northwest quarter (NW $\frac{1}{4}$) of Sec. 19, Township 2 North, Range 5 E. W. M.; thence westerly parallel with the north line of said section 417.42 feet; thence northerly parallel with the west line of said section 417.42 feet; thence easterly 417.42 feet; thence southerly 417.42 feet to the point of beginning.

PARCEL NO. 2 Government Lot 2 (being also described as the Southwest Quarter of the Northwest Quarter), and the southeast quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), of Section 19, Township 2 North, Range 5 E. W. M.; EXCEPT that portion thereof described as follows: Beginning at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the said Section 19; thence westerly parallel with the north line of said section 417.42 feet; thence northerly parallel with the west line of said section 417.42 feet; thence easterly 417.42 feet; thence southerly 417.42 feet to the point of beginning.

SUBJECT TO: Easement and water right as shown of record and

SUBJECT TO: Easements and rights of way for public roads and electric power transmission lines as shown of record.

for the sum of Fourteen thousand seven hundred fifty and no/100--- (\$ 14,750.00) Dollars, of which the buyer has paid the sum of Two thousand eight hundred and no/100--- (\$ 2,800.00), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal Eleven thousand nine hundred fifty and no/100--- (\$ 11,950.00) Dollars, together with interest thereon from date at the rate of 6 $\frac{1}{2}$ per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: In monthly installments of \$90.00 or more per month including interest. First payment is due and payable on the 1st day of May, 1964, with a like payment due and payable on the 1st day of each month thereafter, until the balance of principal, together with interest is paid in full.

regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$_____, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein, contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises at will and shall be entitled to only such notice to vacate as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, seller may elect to declare all of the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

No.

TRANSACTION EXCISE TAX

APR 21 1964

Amount Paid \$147.50
Melba O'Donnell

Skamania County Treasurer

By Beverly J. Halligan, Sec.



IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 17TH day of April, 1964.

Witnesses:

Howard H. Fishburn
Leola B. Fishburn
Seller.
Clyde E. Webberley
Mary E. Webberley
Buyer.

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ASSIGNMENT BY BUYER

STATE OF WASHINGTON, County of _____ } ss.

Notary Public in and for the State of Washington, residing at

ASSIGNMENT BY SELLER

CONSENT TO ASSIGNMENT BY BUYER

The within named seller; does hereby consent to the assignment of this contract by the buyer.

Seller.....
To..... Name.....
Signed..... Name.....

[illegible]

No.....

CONTRACT

Howard H. Tinsman, Jr.

Clyde E. Wendenburg et al

STATE OF WASHINGTON . } ss.
County of Spokane

Received for record this 21st day of April, 1964 at 2:20 o'clock P. M., and recorded at request of R. J. Lawrence Page 134 in Book 53

Record of said County.

Euclystis O'Neal
County Auditor.

By.....
Deputy.

MAILED	COMPARED	RECORDED	INDEXED	FILED
MAR 10 1915 CITY OF NEW YORK DEPT. OF RECORDS & COMM.				