

THIS AGREEMENT, Made and entered into this 25th day of July, 1964

between EDWARD B. LANE and GRACE LANE, husband and wife,

hereinafter called the "seller," and KEITH D. JOHNSON and WANELL JOHNSON,
husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of
the seller the following described real estate situate in the County of Skamania, State of Washington,
to-wit:

Commencing at the Southwest corner of the following described property
The Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 10,
Township 1 North, Range 5, E.W.M.

Excepting that portion thereof lying easterly of the county road
designated as State Highway No. 8 on June 17, 1919, as conveyed to Aleck
Martelli by deed recorded at page 336 of Book "R" of Deeds.

AND EXCEPTING that portion lying westerly of that certain county road
known and designated as Cape Horn Cut Off Road.

Subject to Mineral rights to the State of Washington.

Also subject to Bonneville-Camas-Vancouver right of way if applicable.
(Power Lines)

Also subject to any timber contracts.

Thence north along said Cape Horn Cut Off Road 500 ft.; thence in an
easterly direction to a point directly north of the westerly right of way
of State Highway No. 8, thence south 550 feet; thence west to the point
of beginning.

8004 112

GARVER & GARVER
ATTORNEYS AT LAW
CAMAS, WASHINGTON

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
- 2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

- 1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
- 2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON,

SS.

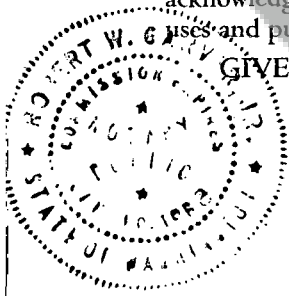
COUNTY OF CLARK

Ed B. Lane (SEAL)
Grace M. Lane (SEAL)
Keith D. Johnson (SEAL)
Wanell Johnson (SEAL)

On this day personally appeared before me Edward B. Lane and Grace Lane, husband and wife, and Keith D. Johnson and Wanell Johnson, husband and wife,

to me known to be the individual S 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 25th day of July, 1964.



No. 1429
TRANSACTION EXCISE TAX
JUL 27 1964
Amount Paid... 20.00
Mildred C. Skamania
Skamania County Treasurer
By A. Kuehl, Dep.

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

REAL ESTATE CONTRACT
(INDIVIDUAL)

Edward B. Lane et ux
to
Keith D. Johnson et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Mrs. Ed. B. Lane
OF Rte 2 Box 319 - Washougal
AT 11 P.M. July 27 1964
WAS RECORDED IN BOOK 53
OF RECORDS - AT PAGE 111
RECORDS OF SKAMANIA COUNTY, WASH.
Edward B. Lane COUNTY AUDITOR
BY [Signature] DEPUTY

REGISTERED	5
INDEXED	5
FILED	5
RECORDED	5
DATE	7-27-64