

FORM 410 - CONTRACT REAL ESTATE (NEW FORM) COPYRIGHT

FOR AND IN CONSIDERATION of the premises hereinafter set out, CLYDE E. WEBBERLEY and MARY E. WEBBERLEY, husband and wife,

hereinafter called the seller, agrees to sell, and LEWIS A. CHARTRAND and LOLA F. CHARTRAND, 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 (NW¹/₄) of Section 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.

Parçel No. 2

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.

for the sum of Sixteen thousand nine hundred and no/100----- (\$16,900.00) Dollars,
of which the buyer has paid the sum of One thousand and no/100----- Dollars
(\$1,000.00), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal
Fifteen thousand nine hundred and no/100----- (15,900.00) 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
\$87.00 or more per month, including interest. First payment is due and payable on
the 1st day of February, 1965, with a like payment due and payable on the 1st day
of each month thereafter, until February 1st, 1970 at which time the monthly payments
shall increase to \$100.00 or more per month, including interest, with a like payment
of \$100.00 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 \$ 7,000.00, 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.

[illegible]

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.

It is understood and agreed by the parties hereto, that the Sellers are to furnish the Purchasers with a policy of title insurance to the above property when the principal balance of this contract is reduced to \$14,000.00. 1701

Nã:

TRANSACTION EXCISE TAX

JAN 6 1965

Amount Paid \$169.00
Michael O'Donnell
 Skamania County Treasurer

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

Witnesses

Cyp. E. Webberley
 Mary E. Webberley
 Lewis A. Chartrand
 John J. Chartrand

