

REAL ESTATE SALES CONTRACT

THIS CONTRACT, made and entered into this 22nd day of March, 1966, by and between RAYMOND A. MONTGOMERY and LURIE M. MONTGOMERY, husband and wife, hereinafter called "Sellers," and W. E. WAGNER and NINA B. WAGNER, husband and wife, hereinafter called "Buyers;"

W I T N E S S E T H :

IN CONSIDERATION of the stipulations herein contained and the payments to be made as hereinafter specified, Sellers hereby agree to sell and Buyers hereby agree to buy the following-described real estate situate in the County of Skamania, State of Washington, to wit:

Beginning at a point on the section line between Sections 26 and 27, T 2 N, R 5 E WM, which point is 792.6 feet south of the quarter section corner common to sections 26 and 27; running thence south 67 degrees 53 minutes east, 377.2 feet to a point on the meander line of the Washougal River, which point is the true place of beginning; running thence north 67 degrees 53 minutes west, 300.0 feet to a point; running thence northerly to a point, which is 592.6 feet south of and 91.2 feet south 67 degrees 53 minutes east of the quarter section corner common to Sections 26 and 27; running thence south 67 degrees 53 minutes east, 300.0 feet to a point on the meander line of the Washougal River, running thence southerly along the meander line of the Washougal River to the true place of beginning. All of said property being in Section 26, T 2 N, R 5 E WM, in Skamania County, State of Washington.

Subject to the conditions and restrictions set forth in deed from Millard E. Christal et ux to P. I. Tappendorff et ux dated November 6, 1944, and recorded on November 17, 1944, in book 30, page 236 of deeds.

And subject to the rights-of-way for roads recorded or existing in rights-of-way for power lines.

for the sum of THREE THOUSAND DOLLARS (\$3,000) on account of which ONE THOUSAND DOLLARS (\$1,000) is paid on the execution hereof, the receipt of which is hereby acknowledged by Sellers, the remainder to be paid to the order of Sellers with interest at the rate of six and one-half per cent per annum (6½%) from the date hereof until paid on the dates and in the amounts as follows:

A. The sum of One Thousand Dollars (\$1,000) principal, together with accrued interest to be paid one year from the date hereof; and

B. The balance of One Thousand Dollars (\$1,000) principal, together with accrued interest, to be paid two years from the date hereof.

Taxes for the current year, together with insurance premiums for the insurance now in force, shall be prorated between the parties as of the date of this contract. The Buyers in consideration of the premises hereby agree to pay all taxes hereafter levied and all public assessments hereafter lawfully imposed upon the premises all promptly and before the same, or any part thereof, become past due; and to keep all buildings now or hereafter erected on the premises insured in favor of Sellers against loss or damage by fire in an amount not less than the balance owing under the contract, and to cause all such policies of insurance to be made payable to Sellers as Sellers' interest may appear.

Buyers agree not to permit any strip or waste of the premises and agree that all improvements on the premises shall remain and shall not be removed before final payment is made for the premises.

Sellers agree that when said purchase price is fully paid and upon request and upon surrender of this agreement they will deliver a bargain and sale deed conveying said premises to Buyers, their heirs and assigns; but in case Buyers shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Sellers shall have the following rights:

- (1) To declare this contract null and void;
- (2) To declare the whole unpaid principal and balance of said purchase price, together with the interest thereon, once due and payable, and/or

(3) To foreclose this contract by suit in equity; and in any of such cases all the right and interest hereby created or then existing in favor of Buyers derived under this agreement shall utterly cease and terminate and the premises aforesaid shall revert and revest in Sellers without any declaration of forfeiture or act of re-entry, or without any other act by Sellers to be performed and without any rights of Buyers of reclamation or compensation for money paid or improvements made as absolutely, fully and perfectly as if this agreement had never been made.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Buyers agree to pay such sums as the court may adjudge reasonable for Sellers' attorneys' fees in such suit or action.

Buyers further agree that failure by Sellers at any time to require performance by Buyers of any provision hereof shall in no way affect Sellers' rights hereunder to enforce the same, nor shall any waiver by Sellers of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals in duplicate the date first hereinabove written.

TRANSACTION EXCISE TAX

APR 25 1966

Amount Paid \$0.00
 By Richard A. Howell
 Skamania County Treasurer

R. W. Montgomery (SEAL)

Lorne M. Montgomery (SEAL)

SELLERS

Terina B. Wagner (SEAL)

W. E. Wagner (SEAL)

BUYERS

The above agreement does not include personal effects now on premises.

Terina B. Wagner
W. E. Wagner