

FORM 109

109

## REAL ESTATE CONTRACT

THIS CONTRACT, made this first day of September, 1966, between

FRED V. LEONARD and JULIA W. LEONARD,  
husband and wife,

hereinafter called the "seller" and

HENRY A. LAHAM and BETTY A. LAHAM,  
husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

Beginning at a point which is the southeast corner of the tract herein described, said point being on the north line of Primary State Highway No. 8, 1,515.8 feet west and 943.7 feet south of the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; thence north 00° 46' west a distance of 100 feet; thence north 79° 51' west a distance of 26 feet; thence south 10° 09' west a distance of 98.3 feet; thence south 79° 51' east along the north line of said Primary State Highway No. 8 a distance of 45 feet to the point of beginning.

Free of incumbrances, except: None.

TRANSACTION EXCISE TAX

SEP 1 1966

Amount Paid \$55.00

Michael O'Donnell

Skamania County Treasurer

By Beverly J. Halligan, Dep.

On the following terms and conditions: The purchase price is FIVE THOUSAND FIVE HUNDRED and NO/100 - - - - - (\$ 5,500.00 ) dollars, of which TWO HUNDRED and NO/100 - - - - - (\$ 200.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay an additional downpayment on this contract on or prior to October 1, 1966, in the sum of Three Hundred and No/100 (\$300.00) Dollars without interest. The purchasers further agree to pay the remaining balance of the purchase price in the sum of Five Thousand and No/100 (\$5,000.00) Dollars in monthly installments of Eighty and No/100 (\$80.00) Dollars, or more, commencing on the 5th day of September, 1966, and on the 5th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then due.

This contract shall not be assigned without the express written consent of the sellers, and any purported assignment thereof without such consent shall be null and void.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect 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 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

