

THIS AGREEMENT, Made and entered into this _____ day of April, 1971
 between JACK L. HALL and VIRGINIA L. HALL, husband and wife, and
 CUNYIS E. NESBURG and HEATHER J. NESBURG, husband and wife,
 hereinafter called the "sellers," and ROYAL A. IVORY and HARRIET E. IVORY, 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:

Lot 9 of Block Three of PRINDLE PARK ESTATES
 according to the official plat thereof on
 file and of record at page 131 of Book A
 of Plats, Records of Skamania County, Washington

662

TRANSACTION EXCISE TAX

MAY - 6 1971

Amount Paid \$3500

David D. Tenenell
 Skamania County Treasurer

By _____

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of THREE THOUSAND FIVE HUNDRED & NO/100 Dollars (\$ 3500.00)
 of which the sum of SEVEN HUNDRED FIFTY & NO/100 Dollars (\$ 750.00)
 has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price
 in the sum of TWO THOUSAND SEVEN HUNDRED FIFTY & NO/100 Dollars (\$ 2750.00)
 shall be paid as follows: \$50.00 per month or more commencing on the 1st day
 of June, 1971, which sum shall include interest upon the unpaid
 balance of this contract at the rate of 7 1/2% per annum, the first
 payment being due on the 1st day of June, 1971 and a like payment
 on the 1st day of each and every month thereafter until fully paid.

It is further understood and agreed by and between the parties hereto
 that this contract shall not be assignable or transferable without
 out the written consent of the sellers. First had and obtained and
 any attempted assignment or transfer of this contract shall be void
 without such written consent and shall constitute a breach of this
 contract.

That in the event that the sellers have to bring any suit or action
 on this contract to enforce any of the provisions thereof then in
 addition to their costs and disbursements, they shall be entitled
 to collect a reasonable attorney's fee in any such action or actions.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may be between seller and purchaser hereafter become a lien on said premises;

2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;

3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;

4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price, 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 herebefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amount paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 7 1/2 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, }
COUNTY OF } ss. Jack L. Hall (SEAL)
Virginia L. Hall (SEAL)
Curtis E. Nesburt (SEAL)
Heather J. Nesburt (SEAL)
Royal A. Ivory (SEAL)
Harriet B. Ivory (SEAL)

On this day personally appeared before me Jack L. Hall, Virginia L. Hall, Curtis E. Nesburt, Heather J. Nesburt, Royal A. Ivory and Harriet B. Ivory, husband & wife, and Curtis E. Nesburt and Heather J. Nesburt, husband & wife, and Royal A. Ivory and Harriet B. Ivory, husband & wife, to me known to be the individual 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 3rd day of April, 1971.
STATE OF WASHINGTON, } ss.
County of Clark

On this day personally appeared before me Jack L. Hall, Virginia L. Hall, Curtis E. Nesburt, Heather J. Nesburt, to me known to be the individuals 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 3rd day of April, 1971.
Notary Public in and for the State of Washington,
residing at Vancouver

73403

REAL ESTATE CONTI
(INDIVIDUAL)



STATE OF WASHINGTON } ss.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE STENO-

GRAPHIC INSTRUMENT OF WRITING, FILED BY

Christine Rose Estate

ON 2000 S.E. 8th Ave. Vancouver

AT 2:04 P.M. May 6 1971

WAS RECORDED IN BOOK 62

OF DEEDS AT PAGE 4429

RECORDS OF SKAMANIA COUNTY, WASH.

WAS FILED

IN THE

COUNTY AUDITOR

W. J. Thompson

NOTARY

W. J. Thompson

NOTARY

W. J. Thompson

NOTARY

W. J. Thompson

NOTARY

W. J. Thompson

NOTARY

W. J. Thompson

NOTARY

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