

REAL ESTATE CONTRACT

THIS CONTRACT, made this 5th day of April, 1972, between LOUIS I. SLYTER and PATRICIA D. SLYTER, husband and wife, hereinafter called the "sellers" and RICHARD A. OCHAMPAUGH and MELBA D. OCHAMPAUGH, husband and wife, hereinafter called the "purchasers"

WITNESSETH: The sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers the following described real estate situate in Skamania County, Washington:

1271

No. 1271
TRANSACTION EXCISE TAX

APR 6 1972

Amount Paid 20
By Richard A. Ochampaugh
Skamania County Treasurer,
By Richard A. Ochampaugh

That portion of the E $\frac{1}{4}$ of the E $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 3 North, Range 7 E.W.M., more particularly described as follows:

Beginning at a point 660 ft. N of the SW corner of the above described tract; thence E 331 ft.; thence N 660 ft.; thence W 331 ft.; thence S 660 ft. to the POB.

On the following terms and conditions: The purchase price is Two Thousand Dollars (\$2,000.00), payable as follows: The sum of Three Hundred Fifty Dollars (\$350.00) shall be paid on the 11th day of April, 1972, and the sum of One Hundred Dollars (\$100.00) on the 11th day of each and every month thereafter until the entire purchase price is paid in full. The unpaid principal shall bear no interest.

The sellers agree, upon receiving full payment of the purchase price in the manner above specified, to execute and deliver to purchasers a statutory warranty deed to the property, free of incumbrances except those that may accrue hereafter through any person other than the sellers.

It is agreed that the purchasers have made full inspection of the real estate and that no promise, agreement or representation respecting the condition thereof, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.

The purchasers shall have immediate possession of the real estate and be entitled to retain possession so long as purchasers are not in default in carrying out the terms hereof.

The parties agree, that upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchasers, or their assigns, last known to the sellers.

Time is of the essence hereof, and in the event the purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers' rights hereunder terminated, and upon their doing so, all payments made by the purchasers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property; and if the sellers within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers' rights hereunder, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

Louis I. Slyter
Patricia D. Slyter
Milda D. Ochampaugh
Richard A. Ochampaugh

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 5th day of April, 1972, personally appeared before me LOUIS I. SLYTER and PATRICIA D. SLYTER, husband and wife, and RICHARD A. OCHAMPAUGH and MILDA D. OCHAMPAUGH, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Shirley A. Linton
Notary Public in and for the State of Washington, residing at Stevenson

