

FORM NO. 142 - CONTRACT - SMALL STATE - For and Payments (including interest or compensation) in Advance

THIS CONTRACT, Made the 1st day of SEPTEMBER, 1972, between  
C. B. DOWD & JAMES L. YOUNG, MORTGAGE AND RENT,  
of the County of BOND, KANSAS, and State of KANSAS, hereinafter called  
the first party, and LESTER L. WAGNER & VIRGINIA M. WAGNER, HOMESIDE AND WIFE,  
of KANAWHA, and State of WASHINGTON, hereinafter called the second party,  
Witness contained and the payments to be made

WITNESSETH, That in consideration of the stipulations herein contained and the payment to  
the hereinabove specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-  
ing described real estate, situated in the County of SKAMANIA, State of WASHINGTON, to-wit:  
the South Half of the North Half of the South Half of the Southeast Quarter of the  
Southeast Quarter (S<sub>2</sub> N<sub>2</sub> S<sub>1</sub> SE<sub>1</sub> SE<sub>2</sub>), and the South Half of the South Half of the  
Southeast Quarter of the Southeast Quarter (S<sub>2</sub> S<sub>1</sub> SE<sub>1</sub> SE<sub>2</sub>), of Section 17, Township  
3 North, Range 10 E.W.M., all in Skamania County, State of Washington.  
SUBJECT TO: Easements and rights of way for public roads and an easement 40 feet  
in width for road purposes along the east boundary thereof.

for the sum of ELEVEN THOUSAND and no / Dollars (\$11,000.00....) on account of which ONE THOUSAND FIVE HUNDRED and no / Dollars (\$1,500.00....) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of five per cent per annum from the date of this instrument, on the dates and in amounts as follows: \$75.00 to be paid by the

is paid on the 1<sup>st</sup> day of each month and the balance of the amount remaining to be paid to the order of the first party will interest at the rate of 12% per annum. The second party shall pay to the first party \$75.00 to be paid by the second party to the first party on the 5<sup>th</sup> day of each month with the first payment to be made 10/5/72 and each following month on the same day until the entire amount, both principal and interest, has been paid in full, advance payments may be made at any time without penalty, said monthly payments are to include the interest of five(5) per cent per annum. If second party shall fail to make payment as herein provided and said failure shall continue for more than fifteen (15) days after the payment becomes due the second party shall be deemed in default and the first party shall not be obligated to give notice of said default. Second party may assign, transfer or sell all or part of his vendee's interest in this contract at any time. In addition to the amounts set forth to be paid by the second party on principal and interest, the second party shall pay all taxes and water charges charged on the latest tax roll. The second party understands that there is no domestic or irrigation waiver on the premises. The second party is accepting the property on the basis of his own examinations and its present condition with no alterations or improvements to be made by the first party. The second party shall receive deed.

No. .... 1518  
**TRANSACTION EXCISE TAX**

SEP. 1 1972

The buyer (also called second party) warrants to and covenants with the lessor that the  
a) principal for his personal family household or agricultural purposes,  
Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration  
of the premises, hereby agrees to pay all taxes hereafter levied by the state, county, public and municipal, and any taxes hereafter lawfully imposed upon  
said premises, all property and before the same are paid thereon become past due, that he will pay up all buildings now or hereafter erected on  
said premises in favor of the first party against loss or damage by fire (with extended coverage), in an amount not less than \$  
30 days from the date hereof, he will furnish unto second party a little  
and all expenses in the first party on or subsequent to the date of any

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$11,000.00.

The true and actual consideration paid for this instrument is \$100.  
In case suit or action is instituted to recover this contract or to enforce any of the provisions hereof, the second party agrees to pay such attorney's fees to the first party as will be allowed plaintiff in such action and if an appeal is taken from the judgment, the second party agrees to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees in such appeal.  
Any sum due by the first party to the second party under this contract or to the second party to the first party for services rendered or expenses incurred by the second party in connection therewith, shall be deducted from the amount due by the first party to the second party under this contract.  
The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall not affect first party's right hereunder to enforce the same, nor shall any breach of any provision itself affect first party's right of action for breach of any provision hereof, provided that if the second party fails to perform any succeeding breach thereof or any breach of any provision of this contract, it is understood that first party may sue more than one person, that if the contract so far as it relates to the second party is breached, the second party may sue either the first party or the second party, and that generally all persons to whom this contract may be assigned, including the assignee, the assignor and the neuter, and that in general all persons to whom this contract may be transferred, shall have the same rights and powers as the original parties to this contract.

**IN WITNESS WHEREOF**, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

designed is a corporation, it has caused its corporate name to be registered by its officers duly authorized thereunto by order of its board of directors.

Daniel J. Wagner  
(Daniel Wagner)

*Wagners*

NOTE: The sentence between the two  
holes (1), if not applicable, should be  
deleted; see Oregon Revised Statutes,  
Section # 330, (Material acknowledge-  
ment on reverse).

