THIS AGREEMENT, Nade and entered into this

day of June, 1977

between AMBRO JASPERS and HONNIE L. JASPERS, husband and wife, of P. O. Box 502, Battle Ground, Washington,

hereinafter called the "seller," and IEONARD W. GAGE and PAMELA GAGE, humband and wife, of P. O. Box 153, Stevenson, Washington 98648

heremafter called the "purchaser,"

WITNESSETEL: 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 Skaman La , State of Washington, to-wit:

Lots Four (4) and Five (5), of Block One (1), of JOHNSON'S ADDITION to Stevenson, according to the plat thereof recorded in Book "A" of Plats, page 25, records of Skamania County, Washington, and vacated portion of Roselawn Street.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of SEVENTEEN THOUSAND FIVE HUNDRED - - - - Dollars (\$17,500.90 of which the sum of THREE THOUSAND FIVE HUNDRED - - - - Dollars (\$3,500.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of FOURTEEN THOUSAND AND NO/100 - Dollars (14,000.00 together with interest at the rate of 8 1/2% per annum, shall be paid as subtreparate follows: \$140.00 on the 1st day of July, 1977, and a like amount on the first day of each succeeding month until July 1, 1979, at which time said payments shall be increased to \$190.00 per month and continue thereafter on the first day of each succeeding month until the entire purchase price, together with all accumulated interest thereon has been paid in full, said payments to be applied as follows: The Sellers agree to reserve out of said monthly installments the sum of \$15.00 per month to be applied for the payment of premiums on fire insurance and real estate taxes, and annually to adjust the funds accumulated in such reserve, applying additional amounts from the monthly installments until the reserve account is balanced, and to pay all such taxes and insurance premiums before any of the same become delinquent. The balance of said monthly installments shall be applied by the Sellers first to the interest accumulated on the purchase price and secondly to the principal. The Purchasers agree not to assign this contract, or any interest in the same, during the term hereof without the written consent of the Sellers The Purchasers shall have a ten (10) day grace period from the first of each month for payment of the monthly installment, but thereafter a late charge of \$2.00 per day shall be assessed for each day that the installment being first had and obtained. shall be late.

THE PURCHASER AGREES:

- I. To pay before delinquency all taxes and assessmentation con as between seller and purchaser hereafter become a lien on said premises;
- 2. Until full payment of the said purchase price to keep a line constitution of the said purchase price to keep a line constitution benefit as seller's interest 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 politics and removes thereof to the seller;
- 34 To assume all hazards of damage to or destruction of any suprovements 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 mid described premises has been made and that the seller shall not be held to any of venant respecting the condition of said premises nor to any agreement for alterations, improvements or repliffs unless the agreement relied on be in writing and attached to and made a part of this contract.

ODETTO/ICR, LALDNOE, KLEWENG, LOCDE, LAGLEY, WITTEMAN, ODHREIDER & KELLY ATTORNEYS AT LAW YA COUVER, WAILHINGTON SUB TO

If either of the parties hereto, or their assigns, find it necessary to employ an attorney to enforce any of the provisions hereof, or to instigate any proceedings to enforce performance or fulfillment of any obligation upon their parts herein undertaken, the prevailing party, in addition to any relief granted, shall be entitled to recover reasonable attorney's fees, together with all court costs and disbursements reasonably incurred.

THE SELLER ACREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth 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 hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure 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 8 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 he reunder by the purchaser shall be retained by the seller in liquidation of daraages 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 CLARK

On this day personally appeared before the

AMBRO JASPERS and BONNIE L. JASPERS, husband and 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

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