

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 21st day of May, 1979,
by and between BYRON LEE KELSON and MARJORIE KELSON, husband and wife,
hereinafter called the Seller, residing in the City of Hemlock, State of Washington,
and PHILLIP E. CRAWFORD and ENID M. CRAWFORD, husband and wife,
hereinafter called the Purchaser, residing in the City of Corvallis, State of Oregon.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

All that portion of that parcel of property deeded from Frank E. Wilcox to Byron Lee Kelson as recorded in Book 35, Page 235, Records of Skamania County, Washington, EXCEPTING LOT 1 THEREOF previously conveyed by Real Estate Contract dated 11/20/75 to Arthur F. Mesford, said contract having been recorded under Auditor's File No. 81480 in Book 70, Page 124, Deed Records of Skamania County, Washington; all of said property being

situated in Skamania County, State of Washington, on the following terms: the total purchase price is FORTY THOUSAND and no/100----- Dollars (\$40,000.00) of which the sum of TEN THOUSAND and no/100----- Dollars (\$10,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller and the balance of THIRTY THOUSAND and no/100----- Dollars (\$30,000.00) to be paid in the amounts and at the times stated as follows:

The amount of \$396.45 shall be paid on the 1st day of July, 1979, and like payments made thereafter on the 1st day of each month until both principal and interest have been paid in full,

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 10 per cent per annum, and to be paid on each principal paying date. Purchaser may make larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 31st day of May, 1979 provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than 40,000 Dollars \$40,000.00.
Purchaser also agrees to assume all hazards of damage or destruction of any improvements on said premises and agree to keep the buildings and all improvements on the premises in good condition or repair and not to permit waste, and agree not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12 per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor agents shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

TIME IS OF THE ESSENCE of this agreement. If the purchasers shall fail to comply with or perform any covenants or agreements hereof promptly at the time and in the manner herein required, the Sellers may elect to declare a forfeiture by written notice to the purchasers, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the purchasers. In such event and upon sellers 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 416 N 12th St., Corvallis, OR 97330, or at such other address as the purchasers shall indicate to the sellers in writing.

In the event of the taking of any part of the property for public use, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money.

In the event the purchasers desire to assign or sell any portion of this property, the sellers will consent to said assignment or sale provided the purchasers shall apply the proceeds thereof to the reduction of the principal balance of this contract. Otherwise, the purchasers shall not assign, sublet, or hypothecate any portion of this property nor remove any trees.

~~In the event the purchasers wish to construct a residence on said property they may obtain a partial fulfillment deed to one lot only upon the payment of \$----- to the sellers in the reduction of principal.~~

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

SELLERS:

Byron Lee Kelson
Marjorie K. Kelson

PURCHASERS:

Phyllis E. Campbell
Ernest H. Campbell

STATE OF WASHINGTON)
) ss.
County of Skamania)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 21st day of May, 1979, personally appeared before me BYRON LEE KELSON and MARJORIE KELSON, husband and wife, to me known to be the individuals described as sellers and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

STATE OF WASHINGTON)
) ss.
County of Skamania)

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 21st day of May, 1979, personally appeared before me PHILLIP E. CRAWFORD and ENID M. CRAWFORD, husband and wife, to me known to be the individuals described as purchasers and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

W. H. Stevenson
Notary Public in and for the State of
Washington, residing at Stevenson

6764
TRANSACTION EXCISE TAX
JUN 13 1979
Amount Paid \$ 5.00
Skamania County, Wash.
By _____

