

REAL ESTATE CONTRACT OF SALE.

THIS AGREEMENT, made and entered into this 17th day of November, 1953, between the SKAMANIA COUNTY ABSTRACT & TITLE COMPANY, a corporation, hereinafter called the seller, and the OREGON-WASHINGTON TELEPHONE COMPANY, a corporation, hereinafter called the purchaser:-

WITNESSETH:- that the seller agrees to sell to the purchaser the following described real estate situate in the County of Skamania, State of Washington, to-wit:-

Beginning at a point on the westerly line of Second Street in the town of Stevenson which is North 34° 30' West 31.2 feet from the northeast corner of Lot 1, Block 8 of the town of Stevenson according to the plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington; thence South 34° 30' East a distance of 33 feet; thence South 55° 30' West 4½ feet to the southeasterly corner of the brick and tile building known as "Skamania County Abstract & Title Co. Building"; thence on the same course along the southerly wall of said building a distance of 25 feet, ~~more or less~~, to the angle corner of the brick annex of said building; thence North 34° 30' West along the westerly wall of said brick annex a distance of 3.5 feet; thence South 55° 30' West a distance of 77.0 feet; thence North 34° 30' West 29.5 feet; thence North 55° 30' East a distance of 106.5 feet to the point of beginning.

ALSO: Easement for road purposes 10 feet in width and 100 feet in depth along the northerly line of said tract.

SUBJECT: To lease for office space dated November 17, 1953, in favor of Raymond C. Sly, lessee.

NO. 1013
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID NOV 20 1953
AMOUNT \$102.⁰⁰
COUNTY TREASURER

BY Mabel J. Jeter
Mac Hadley, Deputy



with the appurtenances, on the following terms and conditions:-

PURCHASE PRICE AND METHOD OF PAYMENT.

The purchase price for said described premises is the agreed sum of Ten thousand, one hundred sixty seven (\$10,167.00) dollars of which the sum of \$500.00 has this day been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price, in the sum of \$9,667.00 shall be paid as follows: the sum of \$1,667.00 on or before January 15th, 1954, but not before the year 1954; the sum of \$3,000 on or before January 15th, 1955, but not before the year 1955; the sum of \$3,000.00 on or before January 15th, 1956, but not before the year 1956, and the sum of \$2,000.00 on or before January 15th, 1957, but not before the year 1957, together with interest upon all deferred payments at the rate of five (5%) per annum, interest payable at the time such yearly payments are made, but in no case later than January 15th, 1954 and yearly thereafter.

THE PURCHASER AGREES:-

- 1- To pay before delinquency, all taxes and assessments that may, as between seller and purchaser hereafter become a lien upon said premises.
- 2- Until full payment of said purchase price is made, to keep all buildings upon said described premises insured against loss or damage by fire, and for the seller's benefit, by proper and customary loss payable clause in favor of the seller, in a sum which is, at all times, at least equal to the unpaid principal due seller from purchaser under this purchase contract, and will furnish seller with evidence that such insurance is in force, this for the reason that purchaser usually covers such property with blanket insurance, rather than with individual policies covering separate properties.
- 3- To assume all hazards of damage to or destruction of any improvements upon said premises, and that no such failure by damage, shall constitute a failure of consideration on sellers part.
- 4- That a full inspection of said premises has been made and seller shall not be held to any covenant respecting the condition of said premises, nor to any agreement for alterations, improvements or repairs unless such is made a part of this agreement.
- 5- Not to make any alterations or changes in the buildings on said premises that will reasonably impair or endanger the structural strength or safety of such building or buildings, until the full purchase price shall have been made.

THE SELLER AGREES:-

- 1- To furnish to the purchaser a policy of title insurance, from a reputable title insurance company, legally qualified as such, to the full amount of the purchase price herein set forth, being a purchasers policy, such policy to show a marketable title, and properly insured to such an amount.
- 2- To deliver up possession of said premises, and the buildings thereon at this time, subject to the portion of said premises heretofore leased, all as above set forth, which possession the purchasers shall be entitled to so long as this agreement remains in force.

3- To make, execute and place in escrow in the Bank of Stevenson, Stevenson, Washington, a good and sufficient corporate warranty deed transferring the premises above described, and only subject to the lease above set forth, and the payment of taxes and assessments as above provided for, such escrow being for the benefit of the parties hereto, and that upon payment of the purchase price in full, as herein set forth, with accrued interest, said Bank, as escrow holder, shall deliver to purchaser the warranty deed as above set forth, and to be held in escrow by said Bank, but that upon failure of the purchaser to comply with the terms of this agreement, and/or to pay the purchase price with accrued interest, or to comply with any other covenants herein contained, then said warranty deed is to be delivered to the seller.

IT IS MUTUALLY AGREED:-

1- That payments provided for under this agreement shall be made to the Bank of Stevenson, Stevenson, Washington, for the benefit of the seller, and said Bank shall, when the final payment under this contract is made, purchase and place on the deed to be delivered, the necessary State and Federal Revenue stamps, and deduct the cost thereof from the payment due to or for the benefit of the seller.

2- That time is of the essence of this agreement, and in case the purchaser shall fail to make any payment at the time the same shall fall due as herein set forth, or to perform any covenant or agreement, the seller may declare a forfeiture and cancellation of this agreement and thereupon all rights of purchaser shall cease and determine, and all payments theretofore made by purchaser shall be retained by seller as agreed rental and liquidated damages, by reason of such failure, and seller may take possession of said premises PROVIDED HOWEVER, that before any such forfeiture may be made, seller shall give purchaser notice of at least sixty days of such forfeiture, and that seller may at any time during such sixty day period, cure any such default or failure to comply with any covenant herein, any such notice to be made by registered mail, duly addressed to the purchaser, at its principal place of business, Hood River, Oregon, or, if this agreement be then assigned, to the assignee at the last known address to seller, with a like copy to the purchaser above set forth.

IN WITNESS WHEREOF the parties hereto have executed this instrument in duplicate this 17th day of November, 1953, and caused the same to be executed by its proper officers and its corporate seal to be hereunto affixed.

SKAMANIA COUNTY ABSTRACT AND TITLE COMPANY,
a corporation.

By Raymond M. Sly Its President.

Attest Theo J. Sly Its Secretary.

OREGON-WASHINGTON TELEPHONE COMPANY,
a corporation.

By W. H. Egan Its President.

Attest J. D. Brooks Its Secretary.

STATE OF WASHINGTON,)
) ss.
 COUNTY OF SKAMANIA..)

On this 17th day of November, 1953, before me personally appeared W. H. Dean and Z. O. Brooks, to me known to be the President and Secretary, respectively, of Oregon-Washington Telephone Company, a corporation, and

Raymond B. Sly and Thos B. Sly, to me known to be the President and Secretary, respectively, of Skamania County Abstract and Title Company, a corporation, being the corporations that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seals affixed are the corporate seals of said corporations.

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

Robert J. Salmons

Notary Public for Washington,
 residing at Stevenson therein.

