

Lambert & Sargent vs. O. S. C. Wells.

This agreement, made the 6th. day of December 1905 between Lambert & Sargent of Portland Oregon, party of the first part and O. S. C. Wells of the County of Skamania, State of Washington party of the second part. Witnesseth: That in consideration of the stipulation herein contained and the payments to be made as herein after specified, the first party hereby agrees to sell and the second party agrees to purchase the following described real estate situate in the County of Skamania State of Washington, to-wit: Lot numbered Seventy-three and 69/100 acres being a part of the as shown on the duly recorded map. plat of Shepard L. L. C. Skamania County, Wash. for the sum of Fourteen hundred seventy three and 89/100 Dollars, on account of which Seventy and 20/100 Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged) and the remainder to be paid at the office of Lambert & Sargent, in the City of East Portland, Oregon in U. S. gold coin, to bear interest at the rate of eight per cent. when paid at the dates and in amounts as follows:

\$50.00 payable on or before Jan. 1st 1906. \$500.00 or on or before Jan. 1. 1907. Balance on or before Jan. 1st 1908. Interest to be paid quarterly yearly on Jan. 1st - April 1st - July 1st and October 1st. Said to be given as land is sold and paid for. Said tract bounded as follows:

Beginning at N.W. corner of the Henry Shepard & wife S. L. C. Thence S to SW corner of N 1/2 of said S. L. C. viz 15.75 chains E and 20.97 chs. N. of quarter Sec. corner to Sec. 1 and 36 Tps. 2 and 3 N. R 7. E. W. thence E 31.47 chs to corner Valletts S.W. corner, Thence N 17.07 W. 24.52 chs. to said Valletts N.W. corner, Thence W. to place of beginning containing 73 and 69-100th acres. And if any of said sums shall not be paid at the dates above specified then with interest at U. S. gold coin, from such dates, at the rate of 8 per cent. per annum until paid. And the said first party agrees that when full payment shall have been received, he will cause to be executed and delivered, at his own cost and expense, to said second party, his heirs, executor, administrators or assigns, a good and sufficient warranty deed, free from all incumbrances, for the property aforesaid. And the second party, in consideration of the premises hereby agrees that he will make punctual payment of the above sums as each of the same respectively becomes due, and that he will regularly and seasonably pay all taxes and assessments lawfully imposed on said premises. And the said party of the first part shall have the right immediately or at any time hereafter, upon the failure of the party of the second part to comply with the stipulations of this contract, or any one of them, to enter upon the land aforesaid and take possession thereof, together with the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he will surrender unto the said party of the first part the land and appurtenances without delay or hindrance, and no court shall relieve the party of the second part from a failure to comply strictly and literally with this contract.

In Witness Whereof, the said Lambert & Sargent has executed these presents in duplicate and the second party has hereunto set their hand the day and year first above written.

In presence of
George H. T. nor.

O. P. Sargent

Ch. W. Lambert

O. S. C. Wells, Purchaser.

Filed for record by O. S. C. Wells on Dec. 26 1905 at 1.30 o'clock P. M.

at. Portland, Or. Charles H. T.

1.05
v.