

31865

Pauline Wetmore to H. J. Eckerson

This Agreement, Made and entered into this 18 day of July, 1942, by and between Pauline Wetmore, unmarried, hereinafter known as "First Party", and H. J. Eckerson, hereinafter known as "Second Party",

Witnesseth: That for and in consideration of the sum of Fifteen Hundred Dollars (\$1500.00), to be paid at the time and in the manner hereinafter set forth, First Party agrees to sell and Second Party agrees to purchase from First Party, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

The Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter, the East half of the Northeast quarter, the Southwest quarter of the Northeast quarter of Section Thirty-three Township two North, Range Six East of the Willamette Meridian, excepting therefrom three tracts described as follows:

Commencing at a point 30 feet west of the center of said Section Thirty-three; thence North 255.61 feet; thence West 255.61 feet; thence South 255.61 feet; thence East 255.61 feet to the place of beginning.

Commencing at the quarter post on the section line which runs North and South between Sections thirty-three and thirty-four, said township and range, running thence west 880 feet; thence North 19 degrees and 47 minutes East 595 feet; thence East 678 feet to section line; thence South on section line to place of beginning.

Commencing at the quarter post on the section line which runs North and South between sections Thirty-three and Thirty-four, said township and range; running thence West 880 feet to the true place of beginning; thence West 440 feet; thence North 757.8 feet; thence East 685 feet; thence South 76.8 feet; thence South 19 degrees and 47 minutes West 723.7 feet to the place of beginning.

Subject to a right-of-way in favor of The United States of America, recorded November 24, 1941, in Book 28, page 511, Deed Records of Skamania County, Washington.

1. It is understood and agreed that the purchase price of \$1500.00 shall be paid in the following manner: The sum of not less than One Thousand Dollars (\$1,000.00) cash upon the execution of this agreement, receipt of which is hereby acknowledged, and the remainder, being \$500.00, shall be paid in monthly installments of not less than Forty Dollars (\$40.00) per month, which sums shall include principal and interest on the deferred balance at the rate of five per cent (5%) per annum. The first of said monthly payments shall be made on the 18 day of August, 1942, and like payments on the 18 day of each month thereafter at the home of First Party, 1025 N.E. 31st Avenue, Portland, Oregon, until the purchase price shall have been fully paid.

2. It is understood and agreed that the First Party will pay the 1941 tax bills which become due in 1942, but that Second Party will pay the 1942 tax bills which become due in 1943 and all taxes and public charges assessed against said property thereafter.

3. In the event of failure upon the part of Second Party to pay the taxes when due, and to make the monthly payments of not less than \$40.00 per month, as above provided, the First Party may, at her option, proceed as follows:

(a) To declare the entire purchase price due and payable, tender a deed into court, and demand judgment against Second Party for the full amount of the balance due on said purchase price in an action at law.

(b) To bring an action at law for any installment payment or payments which may be past due without declaring the entire purchase price of the property due and payable.

(c) To declare the contract null and void; to retain whatever may have been paid by Second Party as reasonable value for the use of the premises during the period of occupancy and as liquidated damages and bring an appropriate suit or action for the immediate possession of the above described real property.

(d) To bring a suit in equity to have said contract decreed to be null and void and all rights of Second party in and to said contract and the real property described therein extinguished.