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Skamania County NFA #5896
Land of G. O. Williams

Federal Land Bank to Sam A. Mesher et ux

THIS AGREEMENT, Made in duplicate this 21st day of June, 1929, between The Federal Land Bank of Spokane, a corporation, party of the first part, hereinafter referred to as the vendor, and Sam A. Mesher and Rose Mesher, husband and wife, of Portland Oregon, party of the second part hereinafter referred to as the vendee,

WITNESSETH, In consideration of the payments made and to be made hereafter and of the covenants and agreements herein contained, the vendor agrees to sell, and the vendee agrees to buy, that certain real property, situated in the County of Skamania, State of Washington and particularly described as follows, to-wit:

The Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, and the East Half of the Northeast quarter, the southwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 6, excepting therefrom three tracts described as follows: Commencing at a point 30 feet West of the center of said Section 33, 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; also commencing at the quarter post on the East side of said Section 33, thence West about 810 feet to the center of a road to be laid out hereafter, thence in a Northerly direction about 537.7 feet, thence East to Section line, thence South to place of beginning, as described in bond for deed to Earl Marble, and also the ten acres lying West of the piece of land bonded to Earl Marble in the East Half of the Northeast Quarter of said Section 33, subject to any and all rights of way for railroads, roads or highways or other servitudes, and to the exceptions, provisions and reservations contained in patents from the United States of America or the State of Washington, or in deeds from railway companies.

The vendee agrees to pay for said land the sum of \$3,100.00, of which the sum of \$100.00 has heretofore been paid, receipt or which is hereby acknowledged. The further sum of \$400.00 is to be paid on or before July 3, 1929, and is evidenced by a promissory note of even date herewith, with interest at the rate of 8% per annum from date. The further sum of \$150.00 is to be paid on or before October 3, 1929, and is evidenced by a promissory note of even date herewith, with interest at the rate of 8% per annum from date. The balance of said purchase price, to-wit: The sum of \$2,450.00 is to be paid as follows:

\$150.00 on or before January 3, 1930
 \$150.00 on or before April 3, 1930
 \$150.00 on or before July 3, 1930
 \$150.00 on or before October 3, 1930
 \$150.00 on or before January 3, 1931
 \$150.00 on or before April 3, 1931
 \$150.00 on or before July 3, 1931
 \$150.00 on or before October 3, 1931
 \$150.00 on or before January 3, 1932
 \$150.00 on or before April 3, 1932
 \$150.00 on or before July 3, 1932
 \$150.00 on or before October 3, 1932
 \$150.00 on or before January 3, 1933
 \$150.00 on or before April 3, 1933
 \$150.00 on or before July 3, 1933
 \$150.00 on or before October 3, 1933
 \$50.00 on or before January 3, 1934

with interest thereon from the date hereof, at the rate of 6% per annum, payable January 3, 1930, and thereafter quarter annually, together with 8% interest from maturity.

The vendee agrees to pay all general taxes, all construction, drainage, operation and maintenance charges and assessments and all other liens and encumbrances against the above described property as may be levied, assessed and imposed upon said premises including those for the year 1929, and further agrees to pay said taxes, assessments and charges each year as the same become due and payable and before they become delinquent, and to furnish the vendor receipts showing such payments.

The vendee agrees, at his own cost and expense, to keep all fences and buildings on

said property good repair and to keep all insurable improvements unceasingly insured against loss or damage by fire in manner and form satisfactory to the vendor and in a company or companies and in such amount as shall be approved by the vendor; all insurance policies to be deposited with the Federal Land Bank and to have attached thereto a loss payable clause in favor of the Federal Land Bank as its interest may appear. In the event the vendee fails to procure and deposit insurance policies as herein provided, the vendor may, at its option, declare a forfeiture, or may procure such insurance, and the cost thereof shall be added to and become a part of the principal sum payable under this contract, due upon the date of its advance, and bear interest at the contract rate.

The vendee assumes all the risk of loss or damage to the buildings or improvements on said real estate by fire or any other cause, and agrees to make the payments herein described as they severally become due, notwithstanding any loss that may occur, and should any of the buildings or improvements on the premises herein mentioned be damaged or destroyed by fire or otherwise, the vendor shall not be liable to rebuild or repair said damage or loss, but same shall be done wholly at the expense of the vendee, and the vendor shall suffer no loss by reason thereof.

In the event vendor receives any sums paid to it on account of the vendee's interest in buildings or improvements destroyed by fire, such sums shall at the option of the vendor, be applied either to such installments remaining unpaid under this contract as may be designated by vendor or to the rebuilding of such buildings or improvements.

It is further agreed that in the event possession cannot be delivered by the vendor as herein agreed by reason of the unlawful or unauthorized retention of possession by any third person on and after the date on which possession is agreed to be given to the vendee herein, then the vendor may, at its option, cancel this contract, which shall be null and void, and the vendor shall not be liable to the vendee in any amount because of said cancellation, but in that event the vendee shall be entitled to the repayment to him of all sums that have been paid hereon; or the vendor may keep said contract alive for a period of three months for the purpose of obtaining possession of said premises, and if it succeeds in procuring and delivering possession thereto within said three months period, then this contract shall be binding in all respects the same as though possession had been given at the time herein covenanted. But if at the end of said period of three months, the vendor is unable to obtain possession, it shall have the right to cancel and terminate this contract without liability of any nature or description to the vendee, and in that event the vendee shall be entitled to a return to him of all sums paid on account of said contract.

This contract contains the whole agreement between the parties hereto, all prior negotiations of every nature and description being merged herein, and no modification hereof being authorized, except in writing hereon endorsed by a duly authorized officer of the vendor.

This contract shall become binding upon The Federal Land Bank of Spokane only when signed by president or vice-president, countersigned by the secretary or assistant secretary and the corporate seal attached.

It is understood and agreed that the vendee is to receive possession of the above described land upon the execution and delivery of this agreement.

It is understood and agreed that for any timber, piling or wood cut and removed from the above premises, the vendee will account for and pay to the vendor on account thereof the sum of \$1.00 per cord for wood, \$1.00 per thousand feet for saw timber, and one cent per foot for pilint. The vendor agrees that all sums so received shall be credited on the principal of the purchase price hereunder. It is agreed that the vendor shall have access to

the records of the vendee at any and all reasonable times for the purpose of determining the receipts from the sale of wood, timber and piling. The vendee agrees to keep all timber and wood upon the premises constantly insured in a reliable insurance company to be approved by the vendor against loss or destruction by fire to the extent of not less than \$1,000.00, and said policy to be procured and submitted to the vendor upon execution of this contract.

Time is of the essence of this contract and if the vendee shall fail, refuse, or neglect to pay any of the installments of principal or interest as they severally become due, or shall fail to keep and perform any of the covenants or agreements herein contained on the vendee to be performed, then the vendor shall, in addition to other remedies provided for by law or this contract, have the right and option to declare all sums payable under this agreement to be due and payable and forthwith recover the same by suit instituted therefor, or the vendor shall have the right, at its option, to declare this contract null and void, and in the latter event if the vendee fails to make good such default within thirty days after the vendor shall have served written notice of declaration of forfeiture by depositing said declaration in the United States mail addressed to said vendee at Portland, Oregon which shall constitute a good and sufficient notice and service thereof, then and in that event all of the rights of the vendee in and to the property described herein shall immediately cease and terminate, and the property described herein shall revert and revest in the vendor without further action on that part of the vendor, and without any right of the vendee to reclamation or compensation for money paid or for improvements made as fully and absolutely as if this agreement had never been made, and all the money heretofore paid to the vendor under this contract shall thereupon be forfeited without process of law, and shall be retained by and belong to the vendor as liquidated damages to the vendor for said vendee's failure to complete this contract, and failure on the part of the vendee shall not forfeit this contract by reason of any breach thereof on the part of the vendee shall not foreclose the vendor the right to forfeit the same for any subsequent breach thereof, and upon termination of this contract as herein provided, the vendee hereby covenants and agrees upon demand of the vendor, quietly and peaceably to surrender to the vendor the said premises and every part thereof.

When full payment has been made under the terms of this agreement, or upon the execution and delivery of the note and mortgage as herein provided, the vendor agrees to execute and deliver to the vendee a warranty deed for the above described land (subject to the exceptions, provisions and reservations hereinbefore mentioned), conveying the same and clear of encumbrances except as to all general taxes levied subsequent to those for the year 1928, and except as to all outstanding bonds, assessments or other indebtedness of any irrigation, drainage or highway district, and except as to construction, operation and maintenance charges levied by the United States Reclamation Service, and except as to any lien or encumbrance revived or placed upon said property by, through or under the vendee.

The vendor further agrees to furnish the vendee on or before _____, an abstract of title or title insurance policy at its option showing indefeasible title in the vendor except as hereinbefore specified, said abstract of title or title insurance policy to be held by the vendor until full payment has been made under this agreement.

It being further agreed and understood that when an abstract is furnished then at the instance and request of the vendee the abstract of title shall be forwarded to said vendee for examination that said vendee shall have thirty days in which to examine said title,

that in the event that defects appear therein, then it is agreed that the vendor shall be given six months or such further time as the parties hereto may mutually agree from receipt of said abstract and said information relative thereto, in which to cure said defects and procure and indefeasible title.

It is further agreed that this contract shall not be assigned by the vendee, without the written consent of the vendor.

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

It is expressly understood and agreed by the parties hereto that the full legal and equitable title to the foregoing premises and property, and every part, thereof, shall remain in said vendor until all of the payment herein provided for are made and all covenants and conditions in this agreement have been kept and performed by said vendee.

IN WITNESS WHEREOF, The vendor has caused this agreement (consisting of pages numbered 1 to 4 inclusive) to be executed and delivered in duplicate by its duly authorized officers and its corporate seal to be hereto affixed and the vendee has hereunto set his hand and seal the day and year hereinabove first written.

THE FEDERAL LAND BANK OF SPOKANE

By Ward M. Buckles, Vice President

(The Federal Land Bank of Spokane Seal)

Attest: J. J. Davey, Assistant Secretary

Sam A. Mesher (Seal)
Bore Mesher (Seal)

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

On this 5th day of July, 1929 before me, a Notary Public for the State of Washington, personally appeared Ward M. Buckles to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(Notarial Seal)

H. M. MacKay, Notary Public in and
for the State of Washington, residing at Spokane.
My commission expires... ..

STATE OF OREGON)
COUNTY OF _____) ss

I the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that on this 3rd day of July, 1929 personally appeared before me Sam A. Mesher and Rose Mesher to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial Seal)

Hy Samuels, Notary Public in and for
the State of Oregon, residing at 425 Yeon Bldg. My commis-
sion expires Nov. 15th, 1931.

Filed for record July 10th, 1929 at 1:30 P.M.

H. C. C. Lewis
Auditor.