

Book "3" of Agreements & Leases

#37093

Leonard Foster et ux to George E. Laxson et al

REAL ESTATE CONTRACT

THIS CONTRACT, made this 24th day of September, 1947, between Leonard Foster and Ruby J. Foster, husband and wife hereinafter called the "seller" and George E. Laxson and George W. Golden, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

The northerly 60 feet of Lots 7 and 8 Block 5 Riverview Addition to the Town of Stevenson, except that portion thereof, (if any) lying easterly of the easterly wall of the concrete Garage Building situate on said parcel of land, it being the intention hereby that the said easterly wall shall be the division line between this and the adjoining property. ALSO the following personal property: 1-easy Portable Air Lift; 1-Kellogg Air Compressor (2HP); 5-Hiboy type oil containers with pumps; 1-Wayne Computing Gas Pump # _____; 2 Visible type gas pumps; 1 Hydraulic car hoist; all present wiring and air lines; Switch boxes and fuses; Toilet and mirrors; waste basket and all other plumbing and plumbing fixtures.

Free of incumbrances, except:

Subject to mortgage in favor of Sam Angelo and Louis Angelo, recorded at page 382, Book "W" of Mortgages upon which there is an unpaid balance of \$6000.00 with interest from September 10, 1947, which mortgage and interest the vendees assume and agree to pay.

Subject to lease in favor of W. C. McCall dba McCall Oil Co. dated May 14, 1947, rental payments \$100 per month; it being agreed that the purchasers shall be entitled to and receive the rental payment due on the 15th day of November, 1947, and each rental payment thereafter.

On the following terms and conditions: The purchase price is Six Thousand and no/100 (\$6000.00) dollars, of which Twenty-eight hundred and no/100 (\$2800.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

On or before ninety days after date without interest if paid at or before maturity.

The sellers agree to apply three barrels of Unolox 2-A to the roof of the building on said premises on or before thirty days from date and that policy No. 444513 of Queen Insurance Company shall remain in effect and at time of delivery of deed shall be assigned to the purchaser.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the pre-

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mises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moncy received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Warranty deed deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided, the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on immediately subject to lease and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Leonard T. Foster (Seal)
Ruby J. Foster (Seal)
George E. Laxson (Seal)
Geo. W. Golden (Seal)

STATE OF WASHINGTON,)
County of Skamania) SS.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 24 day of September, 1947, personally appeared before me Leonard Foster and Ruby J. Foster, husband and wife to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as

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their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(Notarial Seal Affixed)

Raymond C. Sly
Notary Public in and for the state of Washington,
residing at Stevenson, therein.

Filed for record September 26, 1947 at 3-15 p.m. by George Laxson.

John C. Wackerling
Skamania County Auditor

#37112

Columbia-Hudson Lumber Company to Patrick Hogan et al

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of Sept, 1947, by and between COLUMBIA-HUDSON LUMBER COMPANY, an Oregon corporation, hereinafter called the first party, and PATRICK HOGAN and KENNETH GRASSETH, copartners doing business under the assumed name and style of Hogan & Grasseth, hereinafter called the second parties, WITNESSETH:

WHEREAS, the first party has purchased certain timber in Skamania County, Washington, from the State of Washington by bill of sale dated June 24, 1947, and has paid therefor the sum of \$31,101.00, based upon a cruise showing 4,702 M. of merchantable timber, and has paid, or obligated itself to pay in the future, certain further sums in connection with the acquisition of said timber for interest, real property and fire patrol taxes, cruising and other exploratory work; and

WHEREAS, the first party is desirous of removing said timber but does not possess the necessary facilities, and said timber must be removed within a period of five years from June 24, 1947, under the terms of said bill of sale from the State of Washington; and

WHEREAS, the second parties have the necessary labor, materials and equipment with which to log and transport saw logs and are experienced in such type of work;

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto, as follows:

1. The second parties agree to fall, buck, transport and deliver to rafting locations at Drano Lake, Cooks, Washington, Lyle, Washington, or such other Columbia River point in the vicinity where the logs may be rafted into separate rafts, and to raft into the standard and customary log rafts as now made in said locality, all of the merchantable timber owned by the first party, standing, lying or being upon:

The East Half of the Southwest Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$), the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$), and the West Half of the Southeast Quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Sixteen (16), Township Three (3) North, Range Nine (9) East of the Willamette Meridian in Skamania County, Washington.

2. The first party agrees to pay to the second parties for said labor and services the market price of all logs delivered to first party as aforesaid, less the following amounts:

a. A 1% cash discount; and

b. The first party's cost of acquiring said timber at the rate of \$7.50 per M. for all logs delivered to first party in accordance with the provisions of paragraph 1, above, until the first party has been reimbursed for the purchase price of said timber in the amount of \$31,101.00 and for the incidental expenses paid or incurred by said first party in connection with the acquisition of said timber, for real property and fire patrol taxes, cruising and other exploratory work; provided, however, that should there be less than the estimated 4,702 M. of merchantable saw logs upon said tract, nevertheless, second party agrees to pay first party the cost of said timber in said amount of \$31,101.00 plus said incidental expenses.

c. Interest at the rate of 4% per annum upon the unpaid balance of the cost of acquiring said timber to be paid by second parties to first party by the deductions set forth in paragraph 2 b, above; said interest to be computed monthly and deducted from the next payment due the second parties for logs delivered.

3. The first party agrees to make payment for each raft within five days after receipt of the scale sheets from the Columbia River Scaling Bureau. The scale sheets of