

43830

NO. 388
 SKAMANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID APR 14 1952
 AMOUNT \$75.00 and penalty \$5.25
 COUNTY TREASURER
 BY Mason Geter

CONTRACT.

THIS AGREEMENT made between Beulah L. David, a widow,
 hereinafter called seller, and Louis A. Dolan and Bertha I.
 Dolan, husband and wife, hereinafter called buyer,

WITNESSETH:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller agrees to sell and buyer agrees to buy the following parcels of real property situated in the County of Skamania, State of Washington, bounded and described as follows, to-wit:

All of lots fifty-six (56), fifty-seven (57), fifty-eight (58), fifty-nine (59), and sixty (60) in Washougal Riverside tracts as shown on the duly recorded plat thereof in Skamania County, State of Washington; also beginning at a point on the east section line of section six (6) township 1 north, range five (5) east of Willamette Meridian, Skamania County, State of Washington, said point being 184.65 feet southerly from the northeast corner of section aforesaid, and from said point running thence westerly along the southeasterly line of the twenty (20) foot dedicated roadway in Washougal Riverside Tracts according to the duly recorded plat thereof to the easterly line of the property deeded to I. P. Irons and D. M. Irons, husband and wife, which deed is recorded in Book "U" of deeds at page two hundred ninety-nine (299), deed records of Skamania County, Washington, and from said point running thence southerly along the easterly line of the Iron's property above mentioned to the center line of the Washougal River; thence following the center line of the Washougal River easterly to the east line of section six (6) aforesaid; thence northerly to the point of beginning, said tract containing 1.6 acres more or less; also beginning at a point on the west section line of section five (5), township one (1) north range five (5) east of Willamette Meridian in the center of the channel of the Washougal River at low water; thence north following said section line to the northeast corner of section six (6) aforesaid; thence along the northern section line of section six (6) to a point one hundred seventy-five (175) feet west of the northeast corner of section six (6) aforesaid; thence northerly following the westerly line of lot one (1) in Washougal Riverside Tracts aforesaid, to a point one hundred twenty-five (125) feet north of the section line of section six (6) aforesaid; thence south eighty-nine degrees twenty minutes east (S89°-20'E) to a point one hundred fifty (150) feet east of the west line of section five (5) aforesaid, thence due south to the center of the channel of the Washougal River at low water, thence southwesterly following the channel of said Washougal River at low water to the point of beginning. Entire tract containing 5.8 acres more or less.

Beginning at the corner common to sections 5 and 6, township 1 North, range 5 East of Willamette Meridian, and sections 31 and 32, township 2 North, range 5 East of Willamette Meridian, thence East 150 feet along the North line of section 5, to the true point of beginning; thence South 50 feet at a right angle to said section line; thence East 200 feet; thence North 100 feet; thence West 200 feet; thence South 50 feet to the true point of beginning; equal portions of the above described tract being in section 32 and in section 5 aforesaid; said tract containing .46 acres more or less;

for the sum of \$7500.00 payable as follows: The sum of \$1500.00 upon execution of this instrument, receipt of which hereby is acknowledged, the balance of \$6000.00 in monthly installments of not less than \$65.00 each, including interest on unpaid balances at the rate of 5% per annum, first payment to be made on the 10th day of September, 1951, and a like payment on the 10th day of each month thereafter until the full amount of principal and interest has been paid. Buyer shall have the privilege at any time to pay all or any part of the balance due hereunder in addition to, but not in lieu of, payments required hereunder.

Upon final payment of the full sum of principal and interest due hereunder and upon performance by buyer of all of the covenants and terms hereof upon the part of the buyer to be performed, seller shall convey to buyer by warranty deed the above described parcels of real property in fee simple title free from incumbrances except pro-rated current taxes, taxes for subsequent years, and any liens, assessments or incumbrances created, permitted or suffered by buyer or those claiming under or through buyer, together with an owners policy of title insurance in the sum of \$7500.00 showing marketable title free from incumbrance except as aforesaid and except for the usual printed exceptions appearing therein, or seller, at her option, may furnish an abstract of title extended to that time, showing marketable title free and clear of incumbrance except as aforesaid.

Buyer agrees not to commit or suffer any strip or waste of the premises and agrees to keep the same in good condition and repair and to keep the buildings thereon insured against damage by fire in a sum of not less than \$4000.00 in such company as seller shall designate, insuring the parties as their interests may appear, which policy shall be kept in the possession of seller during the term of this contract. Buyer agrees to pay pro-rated taxes for the current year and all subsequent years and all other assessments or charges which hereafter may be assessed or levied against the premises promptly and before the same shall become delinquent.

Buyer agrees not to cut or remove any of the standing timber without first obtaining the written consent of seller.

Buyer agrees not to make any structural changes or additions to the residence on the premises without first submitting to seller a written plan thereof and obtaining the written consent of seller thereto.

Buyer agrees not to assign or transfer this agreement or any interest therein, or to rent or demise the premises to another or others, without first obtaining the written consent of seller. When the principal balance hereunder is reduced to the sum of \$4000.00 this restriction shall no longer apply.

If buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then seller shall have the right to declare the same null and void, and in such case, all the right, and interest hereby created or then existing in favor of buyer

derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in seller without any declaration of forfeiture or act of re-entry, or without any other act by seller to be performed and without any right of buyer of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

Buyer further agrees that failure by seller at any time to require performance by buyer of any provision hereof shall in no way affect the right hereunder to enforce the same, nor shall any waiver by seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

It is further agreed that in the event buyer shall default in the performance of any of the terms of this agreement, or shall fail to pay the money stipulated to be paid and at the times to be paid, then seller, in addition to all other remedies, either at law or equity, shall have the right to immediate possession of said premises, and for such purpose shall be entitled to bring an action of Forcible Entry and Detainer against buyer for the purpose of regaining the possession of said premises, which action for the possession thereof, as aforesaid, may be instituted and concluded prior to any other action that seller may take with reference to any other rights under said contract.

It is further agreed between the parties hereto that in case suit or action is necessary to be instituted for the purpose of enforcing any of the provisions of this agreement or for the collection of any sums of money due or to become due hereunder, then in addition to the costs and disbursements of said suit or action, buyer hereby agrees to pay such additional sums as the court may adjudge reasonable as attorney's fees

in such suit or action.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands in duplicate the 10th day of August, 1951.

Benzal L. David

SELLER.

Louis P. Dolan

Bertha L. Dolan

BUYER.