

45507

BOOK 36 PAGE 411

THIS AGREEMENT, Made the 30th day of April, 1953, between Nellie Corser, a widow and unmarried, hereinafter called the first party, and Irene D. Smith and Austin C. Smith husband and wife of the County of Skamania and State of California, hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter 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:

Commencing at quarter corner between Sections 21 and 28, Township 2 North, Range 6 East of Willamette Meridian, following meandering of small west creek in a northwesterly direction, as shown by survey recorded in County Engineer's office, to a point 1100 feet east of quarter corner between Sections 21 and 20, thence East to center of Section 21, thence South to quarter corner of Sections 21 and 28, containing 56 acres more or less; EXCEPTING THEREFROM that certain tract, containing 16 acres more or less, heretofore sold to William Anderson, leaving in said tract 40 acres more or less.

ALSO; the Southeast quarter of Northwest quarter of Section 21, Township 2 North, of Range 6 East of Willamette Meridian, containing 40 acres more or less.

(Purchaser agrees not to cut any timber from the above described property, prior to the payment of the balance due on this Contract, without the written consent of the party of the first part).

The above property is subject to rights of way, if any, for road purposes.

for the sum of - - - - Forty-five Hundred and 00/100 - (\$ 4500.00) Dollars on account of which - - Twelve Hundred and 00/100 - - - - (\$ 1200.00) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid at Skamania, Washington with interest at the rate of six per cent per annum at the dates and in the amounts as follows: The party of the second part agrees to pay the balance amounting to \$3300.00 in monthly payments of not less than \$50.00 each together with the full amount of interest due on this contract at the time of such payment, the first payment to be made on the 15th day of May 1953, and a like payment on the 15th day of each month thereafter, until the full sum of the \$3300.00 and interest has been paid.

And the second party, in consideration of the premises, hereby agrees that she will pay two-thirds (2/3)

of the taxes which become due and payable for the current fiscal year, and all taxes hereafter levied against said property, and public and municipal liens which may be hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof becomes past due, and that all buildings now erected on said premises will be kept insured in favor of the first party against loss or damage by fire in an amount not less than cost Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as her interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises. In case the second party her legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party, her heirs or assigns, upon request at Skamania, Washington date of this contract and upon the surrender of this agreement, an Abstract or Title Insurance Policy showing marketable title continued as to date of this contract and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments

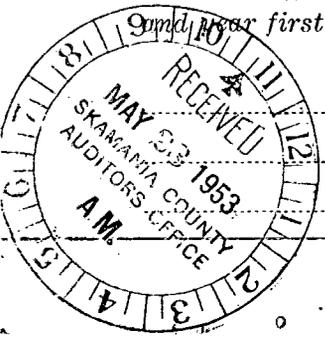
and all liens and incumbrances created by the second party. or her assigns. This contract can not be assigned without the written consent of the party of the first part.

But in case the second party 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 the first party shall have the right to declare this agreement null and void and foreclose by strict foreclosure in equity, and in either of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the court may adjudge reasonable for attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way effect her right hereunder to enforce the same, nor shall any waiver by said first party 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.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day of April first above written.



SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID MAY 28 1953 AMOUNT \$45.00 COUNTY TREASURER

Irene D. Smith (SEAL) Austin C. Smith (SEAL) Nellie Corser (SEAL)

BY Mabel J. Geter Mac Hadley Sup.

thirty days grace to be allowed, from each payment date, before action is taken this provision to be inserted only in case of emergency