

(Revised 1952)

45618

BOOK

30 482

THIS CONTRACT, Made the 4th day of June, 1953, between G. O. Jackson and Dorothy B. Jackson, husband and wife of the County of Multnomah and State of Oregon, hereinafter called the first party, and Rees A. Stevenson & Eloise M. Stevenson, husband and wife, hereinafter called the first party, and Lena E. Daubenspeck, husband & wife, W. E. Stevenson & Priscilla B. Stevenson, husband & wife, Bruce M. Stevenson & Mary H. Stevenson, husband & wife, of the County of Klickitat and State of Washington 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:

AS ATTACHED SCHEDULE "A"

## DESCRIPTION

## SCHEDULE "A"

The following described real property situate in Skamania County, State of Washington, to-wit:

All of the following described real property situate in Skamania County, State of Washington, lying southerly of the southerly line of the Spokane, Portland and Seattle Railroad Company's right of way:

All of the Jos. Robbins D. L. C. in Section 34, Township 3 North, Range 8 E. W. M., and Government Lots 1, 2 and 5 in Section 35, Township 3 North, Range 8 E. W. M. together with all rights and easements including water right as recorded July 3rd, 1951 in Book "G" of miscellaneous records of Skamania County.

ALSO: All shorelands of the second class situate in front of, adjacent to or abutting upon the Jos. Robbins D. L. C. in Sections 34 and 35, Township 3 North, Range 8 E. W. M. and Lots 1, 2 and 5 and the north-east of the northwest quarter of said section 35, having a total frontage of 42.80 lineal chains, more or less, measured along the meander line according to a certified copy of the Government Field Notes of the survey thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington.

EXCEPTING therefrom, the following:

1. A tract of land conveyed to O. N. Risjord by deed dated December 28, 1936, and recorded December 28, 1936, at page 139 of Book 2 of Deeds, Records of Skamania County, Washington, together with easement to a spring, for a pipe line, and a right of way appurtenant thereto.
2. A tract of land conveyed to Skamania County by Deed dated June 17, 1941, and recorded July 8, 1941 at page 367 of Book 28 of Deeds Records of Skamania County, State of Washington.
3. A flowage easement granted to the United States of America by deed dated January 30th, 1936, and recorded March 3, 1936 at page 437 of Book Y of Deeds, Records of Skamania County, Washington, to overflow the real property and other property up to the 95 foot contour line as described by reference to the U. S. C. & G. S. Datum
4. The following described tract of land: Beginning at a point described by the intersection of the southerly line of the Spokane, Portland and Seattle Railroad Company's right of way and the section line between Sections 34 and 35, Township 3 North, Range 8 E. W. M.; thence south  $00^{\circ} 04' 10''$  east a distance of 459.8 feet; thence north  $86^{\circ} 46'$  west a distance of 331.8 feet; Thence north  $27^{\circ} 51'$  east a distance of 539.5 feet to the southerly right of way of the said railroad; thence south  $65^{\circ} 24' 20''$  east on the said right of way line a distance of 86.4 feet to the point of beginning.
5. All public highways, roads or easements on, over or across said property.



for the sum of Twenty two thousand five hundred & NO/100 Dollars (\$ 22,500.00)  
 on account of which Five thousand and NO/100 Dollars (\$ 5,000.00)  
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
 mainder to be paid to the order of the first party with interest at the rate of 4 per cent per annum on the  
 dates and in the amounts as follows:

An amount not less than \$200.00 ( two Hundred and NO/100) Dollars  
 plus interest at the above rate on the 4th day of July, 1953  
 And a like amount of not less than \$200.00 Dollars and interest,  
 at the above rate on the remaining balance, on the 4th day of each  
 and every month thereafter until the full sum of both principal  
 and interest has been paid in full.

It is understood between the parties herein that there is a  
 mortgage of approximately \$6,500.00 Dollars balance now on the  
 property and the first parties agrees to pay when or before it  
 becomes due.

It is further understood and agreed that the Wade Rain irrigation  
 system on the above property is a part of the purchase price of  
 the property above described and is to be properly cared for by  
 the second party.

Second party agrees to protect first party's water right to springs  
 during the life of this contract.

All payments to be made at Portland, Oregon.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in  
 consideration of the premises, hereby agrees to pay all taxes hereinafter levied and all public and municipal liens and assessments 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 (with ex-  
 tended coverage) in an amount not less than fifty five hundred and NO/100 Dollars in a company or com-  
 panies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's  
 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 or those claiming under him, 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 deliver unto the order of the second party, upon the surrender of this agreement,  
~~either on Abstract showing marketable title or a Title Insurance Policy insuring title continued as to this or subsequent title and a~~  
 good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the  
 above mentioned taxes and assessments (Puget Sound Title Ins. Co. order # 11-1802 furnished  
 and all liens and encumbrances created by the second party, or second party's assigns. 2nd party as of this date.)

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 per-  
 formance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this  
 contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and  
 payable and/or (3) to foreclose this contract by suit in equity, and in any 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 ceased and determine, and the premises aforesaid shall  
 revert and revest 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 abso-  
 lutely, 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 plaintiff's 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 affect first party's 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 and  
 year first above written.

*GO Jackson* *W. A. Stevenson* *W. A. Stevenson* (SEAL)  
*Dorothy B. Jackson* *Elmer M. Stevenson* *Elmer M. Stevenson* (SEAL)  
*W. F. Daubenspeck* *W. F. Daubenspeck* (SEAL)  
*Lena Remsburg* *Lena Remsburg* (SEAL)

[For notarial acknowledgment, see reverse]

NO. 860  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID JUN 23 1953  
 AMOUNT \$22.50  
 COUNTY TREASURER  
 BY *M. A. G. Geter*



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

County of Multnomah )  
On this 4th day of June, 1953, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named G. O. Jackson and Dorothy B. Jackson, husband and wife

STATE OF OREGON,

# CONTRACT

(FORM No. 147)

STEVEN B. NESS LAW PUB. CO., PORTLAND, ORE

**BETWEEN**

G. O. Jackson, et ux  
915 N. Shaver St.,

Address Portland, Ore.

AND

Rees A. Stevenson, et al

Address White Salmon, Wash.

Dated June 4th, 1953

## Block

### Addition

STATE OF OREGON,  
County of Jackson

Countess of Albany

I certify that the within instrument was received for record on the 23 day of June, 1953, at 10:45 o'clock A. M., and recorded in book 36 on page 1068. Record of Deeds of said County. 788

Witness my hand and seal of County affixed.

*Witness my hand and seal of*

*County affixed.*

John C. Claiborne  
County Clerk—Recorder.  
By Claiborne

**Deputy.**

527

REGISTERED

INDEXED: DIR. 0

REF: P-07:

RECORDED:

COMPAINED

MAILED

03057 STEVENS-NESS LAW PUB. CO., PORTLAND

## No. 23—Acknowledgment

WASHINGTON

STATE OF OREGON

County of Klickitat

**88.**

BE IT REMEMBERED, That on this 11<sup>th</sup> day of June A. D. 19 53,  
before me, a Notary Public in and for said County and State, personally appeared  
the within named Rees A. Stevenson, Eloise M. Stevenson, W.F. Daubenspeck, Lena E. Daubenspeck,  
W.E. Stevenson, Pricilla B. Stevenson and Bruce M. Stevenson and Mary H. Stevenson,  
who are known to me to be the identical individual s described in and who executed the within  
instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and

[illegible]

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS: