

#4878

BOOK

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THIS AGREEMENT, Made the 1st day of November, 1952, between Fred Hornshuh and Beulah Hornshuh, husband and wife

hereinafter called the first party, and Ruth Steuer

of the County of Skamania 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:

Beginning at a point on the North line of Washougal River Road 10 feet East of the West line of the Southeast Quarter of the Northwest quarter of Section 33, Township 2 North, Range 5 E. W. M., thence Northeasterly along said Washougal River Road a distance of 120 feet, thence North a distance of 100 feet, thence Westerly parallel to the said road a distance of 120 feet, thence South 100 feet to place of beginning.

Also non-exclusive water rights appurtenant thereto.

for the sum of fourteen hundred dollars and no/ cents, on account of which two hundred and twenty-eight dollars and 02/100 (\$) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid at annuum with interest at the rate of 5 per cent per at the dates and in the amounts as follows:

The balance of the purchase price shall be paid by the purchaser in monthly installments of not less than \$20 per month each and every month commencing September 1st, 1952, and on the first day of each and every month thereafter until the full amount of principal together with interest shall have been paid. The said monthly installments shall include interest at the rate of 5% computed from September 1st, 1952, and on the monthly balances of unpaid principal. The purchaser reserves the right while he is not in default hereunder to pay the unpaid balance of principal plus interest then due.



NO. 654
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID DEC 29 1952
AMOUNT \$14.00
COUNTY TREASURER
BY *Maeda Jeter*

And the second party, in consideration of the premises, hereby agrees that will pay

of the taxes which become due and payable for the current tax 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 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 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 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, heirs or assigns, upon request at

showing, or a Purchaser's Title Insurance Policy insuring, marketable title as of this or subsequent date, 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 assigns.

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 or 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 affect 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.

In presence of

Fred Hornshuh (SEAL)

Beulah Hornshuh (SEAL)

Ruth Steuer (SEAL)

(SEAL)