

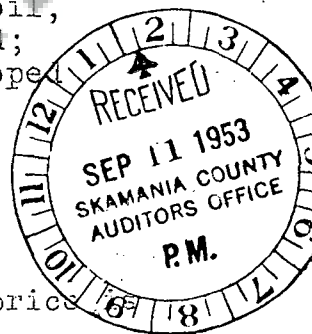
THIS CONTRACT, made this 30th day of August, 1949, between Betty M. Mansur, a widow, hereinafter called the "seller" and Hugh F. Hall and Sigrid D. Hall, husband and wife, and Ernest Hall and Georgia Hall, husband and wife, hereinafter called the "purchasers"

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

All of the Northwest quarter of the southwest quarter of Section Six, Twp. 3 N. R. 8 E. W. 11., lying West of the Wind River Road.

The seller reserves an undivided 1/2 interest in all oil, gases and minerals in or upon the above described land; provided that in event no well or mine has been developed within 10 years from the date hereof the interest so reserved shall terminate.

Also one 1935 Chevrolet Truck, motor No. T4931285, Serial No. 6QD03-2354.



On the following terms and conditions: The purchase price Three Thousand and no/100---(\$3000.00) dollars, of which THREE HUNDRED FIFTY and no/100- - - - - (\$ 350.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchasers agree to pay the balance of said purchase price as follows: The fruit crop from the trees raised on the said premises shall be harvested by the purchasers and disposed of to the best advantage possible and the gross proceeds therefrom shall be paid to the seller and credited upon the principal and interest hereof; provided if the purchaser finds it impossible to harvest the said crop without employment of additional labor then and in that event the amount paid for such labor in harvesting the crop may be deducted from the gross proceeds; provided that if the sum of \$300.00 /the amount of the gross sales price as above specified shall be less than the amount to be paid and credited upon principal and interest shall not be less than the sum of \$300.00.

Interest shall be computed at the rate of 6% per annum upon unpaid balances and installments shall be credited to interest and then to principal. When the sum of \$330.00 has been paid on account of principal -

cipal the seller will upon demand convey to the purchasers by bill of Sale and assignment of certificate of title the truck above mentioned.

This contract shall not be assigned without the written consent of the seller.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchasers agree to care for and cultivate the land in a good and husband like manner and to place improvements upon said property in the form of buildings or placing additional land into cultivation so that the security of the seller shall increase in value and that all improvements so placed upon said property shall become and remain a part of the real estate.

The seller agrees, upon full compliance by the purchaser with his agreement herein, to execute and deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than 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. Upon the termination of the purchaser's rights, all payments made 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 after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee. Waiver of any default shall not be construed waiver of this covenant as to subsequent defaults.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchasers at the address given below his signature or such other post office address in the United States as he may later designate by a written notice to the seller.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

TREASURER'S OFFICE

PAID
SEP 11 1953

MABEL J. JETER, TREAS.
SKAMANIA COUNTY

Address of purchasers: Carson, Washington

STATE OF WASHINGTON)
(ss
County of Skamania)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 11 day of September, 1949, personally appeared before me Betty M. Mansur, a widow, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

948

NO. 948
SKAMANIA COUNTY Notary Public in and for the State of Wash-
TRANSACTION EXCISE TAX residing at Stevenson, therein.
PAID SEP 11 1953
AMOUNT Exempt
COUNTY TREASURER
BY Mabel J. Jeter
Mac Addley Dep.

