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* This Contract, Made in duplicate this 15th day of February A. D. 1954
 by and between Clarence H. Eagy and Lottie Mae Eagy, husband and wife,
 the first party, and Albert Weber and Fay R. Weber, husband and wife,
 the second party.

Witnesseth, That the said first party, in consideration of the covenants and agreements herein contained, agrees to sell unto the second party all of the land situated in the County of Skamania and State of Washington, and bounded as follows, to-wit: Lots Ten and Eleven of Block Three, Roselawn Extension to the Town of Stevenson Washington. according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

for the sum of purchase price of Thirteen Hundred
 and (\$1,300.00) no 100 Dollars,
 which the second party agrees to pay to the first party at the following named times, to-wit:
 \$ 100.00 in cash, receipt whereof is hereby acknowledged, and the remainder in
monthly installments at Albany, Oregon, as follows:
 \$ 30.00 thereof including interest at 6 1/2 % per annum on deferred payments
 on the 15th day of March 1954 and a like payment on the
15th day of each and every month

thereafter until the whole of said purchase price shall be paid, and in addition thereto all taxes and other public charges, with assessments for sewers and street improvements which may hereafter become liens on said property, promptly before delinquency, and that he will keep the buildings now upon or which may be erected upon said property insured against fire in some fire insurance company satisfactory to said first party, with loss, if any, payable to said first party as his interest may appear. All of which payments said second party hereby agrees to make as above provided.

And the said first party also agrees that when full payment shall have been received he will cause to be executed and delivered, at his own cost and expense, ~~an abstract of~~ Title Insurance Policy showing marketable title and a good and sufficient deed, conveying the property aforesaid to the second party, his heirs or assigns forever.

The said second party reserves the right at any time while he is not in default under this contract to pay all or any part of the unpaid purchase price, together with interest, on the aforesaid monthly installment dates.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the second party shall fail to make the payments above named, and each and every one of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then this contract shall, at the option of said first party, become null and void, and all rights and interests created or then existing in favor of the second party as against the first party hereunder, or to any payments theretofore made hereon, shall utterly cease and determine, and the right to the possession of the premises above described, and all other rights acquired by the second party hereunder, shall revert to and reversion in said first party without any act of re-entry, or any other act of said first party to be performed, and without any right of the said second party of return, reclamation or compensation for moneys paid or received on account of the proposed purchase or sale of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said first party as the agreed, reasonable rent of said premises up to the time of such default. And the said first party shall, in case of such default, have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

In Witness Whereof, Said parties have hereunto set their hands the day and year first above written.

Executed in the Presence of

Ronald J. Zabriskie
Robert J. Salomon

Clarence H. Eagy (SEAL)
Lottie Mae Eagy (SEAL)

Albert Weber
Fay R. Weber

