

47365

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THIS AGREEMENT, made this 2nd day of August, 1954
 between Anton Knopski and Juanita B. Knopski, husband and wife
 of Rt. 1 Box 642, Washougal, Washington, hereinafter called the seller,
 and Albert E. Mundt and Margaret Mundt, husband and wife
 of Trees Trailer Park, Vancouver, Washington, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit: Commercing at the Southeast corner of the Jack Haffey 0.67 acre tract, said point being 2884.76 feet West, and 1254.01 feet South of the Northeast corner of Section 11, Twp. 1 North, Range 5, East of the Willamette Meridian, and running thence South 27 degrees 32 minutes East 379.2 feet to the Southwest corner of the Jack Haffey 6.64 acre tract; thence South 55 degrees 59 minutes West 108.5 feet; thence North 44 degrees 31 minutes West 451.4 feet; thence North 72 degrees no minutes East 243 feet, to the point of beginning, containing 1.55 acres, more or less, together with all interest of the sellers in that certain water right as shown by instrument filed for Record on January 12th 1938 at 2.40 P. M. in the office of Skamania County Clerk-Auditor.

for the sum of Eight Hundred and no/100- Dollars
 on which the buyer has paid the sum of Forty five and no/100 Dollars

dollars, the receipt whereof is hereby acknowledged.
 And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at Washougal, Washington
Seven Hundred Fifty five and no/100 Dollars the remaining principal, with interest at the rate of no
per cent. per annum, at the times and in the manner following:
Ten and no/100 Dollars on August 1st 1954 and an equal amount payable
on the 1st of each month thereafter until the entire balance is paid
in full. Ninety days grace in making monthly payment allowed,
but not over one such days of grace allowed in any one year. 1954

NO.
 ANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID AUG 3 1954
 AMOUNT \$ 8.00
 COUNTY TREASURER
 BY Mabel J. Jeter

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$ payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and re-vest in the seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assigns, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

Abstract or title insurance and fire insurance policies to remain in possession of the seller until final payment is made.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses

Anton Knopski
Juanita B. Knopski Seller.
Albert E. Mundt
Margaret Mundt Buyer.

