

AGREEMENT

THIS CONTRACT, Made this 18th day of May, 1954, between EDWIN SANDBERG and GERTRUDE SANDBERG, husband and wife, hereinafter called the sellers, and FREDERICK W. SCHNELL and PHYLLIS M. SCHNELL, husband and wife, hereinafter called the buyers,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the sellers hereby agree to sell to the buyers and the buyers agree to purchase from the sellers the following described real estate, situate in the County of Skamania and State of Washington, to-wit:

That part of the west half of the southwest quarter ( $W\frac{1}{2} SW\frac{1}{4}$ ) of Section 17, Township 1 North, Range 5 E.W.M. described as follows: Commencing at the northwest corner of the southwest quarter ( $SW\frac{1}{4}$ ) of the said Section 17; thence east 20 chains; thence south  $18\frac{1}{2}$  chains; thence due west 14 chains; thence southwesterly in a straight line to intersection of west boundary line of said section at a point 19 chains north of the southwest corner of the said Section 17; thence from said point north 21 chains to the place of beginning.

ALSO: The south half of the northeast quarter ( $S\frac{1}{2} NE\frac{1}{4}$ ), the northeast quarter of the southeast quarter ( $NE\frac{1}{4} SE\frac{1}{4}$ ), the east half of the west half of the southeast quarter ( $E\frac{1}{2} W\frac{1}{2} SE\frac{1}{4}$ ), the west half of the southeast quarter of the southeast quarter ( $W\frac{1}{2} SE\frac{1}{4} SE\frac{1}{4}$ ), and the southeast quarter of the northwest quarter ( $SE\frac{1}{4} NW\frac{1}{4}$ ) all in Section 18, Township 1 North, Range 5 E.W.M.; EXCEPTING therefrom the following described tract of land: Commencing at the southwest corner of the southeast quarter of the northwest quarter ( $SE\frac{1}{4} NW\frac{1}{4}$ ) of the said Section 18; thence east along the center line running east and west through the said Section 18 approximately 830 feet to a point 10 feet west of creek; thence north 305 feet; thence west  $20^{\circ}$  north to a point 628 feet north of the place of beginning; thence south to the place of beginning.

## SUBJECT TO:

1. An easement granted to the Northwestern Electric Company, a corporation, by deed dated December 2, 1929, and recorded May 9, 1930, at page 389 of Book W of Deeds, Records of Skamania County, Washington, for the purpose of maintaining and operating three pole lines for the transmission of electric current, together with the right to cut brush, etc., in maintaining the same.

2. A mortgage made by William J. Ewing, Jr., who is the same person as W. J. Ewing, Jr., and Mildred S. Ewing, husband and wife, as mortgagors, to The Federal Land Bank of Spokane, a corporation organized and existing under the Federal Farm Loan Act as amended, as mortgagee, dated April 15, 1946, and recorded April 19, 1946, at page 519 of Book W of Mortgages, Records of Skamania County, Washington, to secure the performance of the provisions, stipulations, and covenants thereof including the payment of the principal sum of Eleven Thousand One Hundred and No/100 (\$11,100.00) Dollars with interest according to

the terms and conditions of one promissory note dated April 15, 1946, made by the mortgagors to the mortgagee.

3. By virtue of a warranty deed dated April 7, 1954, and recorded April 8, 1954, at page 60 of Book 38 of Deeds, G. Eldon Everett and H. Jean Everett, husband and wife, (with certain exceptions therein described) are the record owners of the following described tract of land:

"That part of the southwest quarter (SW $\frac{1}{4}$ ) of Section 17, Township 1 North, Range 5 E.W.M. more particularly described as follows: Beginning at the southwest corner of the said Section 17; thence east 2651.6 feet to the quarter corner on the south line of the said Section 17; thence north 1584 feet along the quarter section line running north and south through the center of the said Section 17; thence west 1335 feet to the west line of the northeast quarter of the southwest quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of the said Section 17; thence south 170 feet; thence west 930 feet; thence southwesterly 429 feet to point on public road 1254 feet north of the point of beginning; thence south 1254 feet to the point of beginning."

By virtue of a warranty deed dated June 26, 1936, and recorded August 5, 1936, at page 593 of Book Y of Deeds, Ed Byers and Betsy Byers, husband and wife, are the record owners of the following described tract of land:

"Beginning at the northeast corner of the southwest quarter (SW $\frac{1}{4}$ ) of Section 17, Township 1 North, Range 5 E.W.M.; running thence west 80 rods; thence south 64 rods; thence east 80 rods; thence north 64 rods to the place of beginning; except a strip of land 4 rods wide off the north side thereof."

It is assumed that the southwest quarter (SW $\frac{1}{4}$ ) of the said Section 17 equals or exceeds 40 chains (or its equivalent, 160 rods) in an easterly and westerly direction, and it is further assumed that the northerly boundary of the tract of land, record title to which is in G. Eldon Everett and wife, coincides with or lies southerly of the southerly boundary of that portion of the real estate under search located in the southwest quarter (SW $\frac{1}{4}$ ) of the said Section 17.

4. Public roads and rights of way on, over and across the real estate under search.

The agreed purchase price for said property shall be the sum of Forty Two Thousand Seven Hundred Twenty-Seven and 09/100 Dollars (\$42,727.09) payable as follows: The sellers will accept delivery of a deed to the following described real property, to-wit:

A part of Lot 27, TIGARDVILLE HEIGHTS, Washington County, Oregon, described as follows:

Beginning at the Southeast corner of said Lot 27, said corner being in the center of County Road #696; thence South 89° 52' West 357.17 feet, more or less, to the West line of said Lot 27; thence along the West line of said Lot 27, North 382.84 feet; thence North 89° 52' East 356.36 feet, more or less, to the East line of said Lot 27, and the center line of County Road #696; thence along the East line of said Lot 27, South 0° 07' 30" East 382.84 feet to the place of beginning, and excepting therefrom the East 20.0 feet lying in County Road #696,

and in consideration of the delivery of said deed will allow a credit of

\$12,066.59 on said purchase price, leaving a balance of \$30,660.50, to bear interest at 5 per cent per annum from this date and to be paid as follows: On December 1, 1954, the buyers will pay the accrued interest at 5 per cent per annum on said principal balance. On December 1, 1955, the buyers will pay to the sellers the sum of \$2,500.00, which sum shall include accrued interest on unpaid principal balance and the buyers will make a like payment on the 1st day of December of each year thereafter until the entire remaining balance, both principal and interest, is fully paid.

The buyers will pay all taxes and public charges hereinafter levied against said property and will keep all buildings now or hereafter erected on said premises insured against loss or damage by fire (with extended coverage) in an amount of not less than \$10,000.00, in a company satisfactory to the sellers, with loss payable to the sellers as their interest may appear, and policies of insurance will be delivered to the sellers. If the buyers shall fail to pay any such taxes or public charges or to procure and pay for such insurance, the sellers may do so and any payments so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the sellers for the buyers' breach of contract. The buyers agree that at all times they will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that they will keep said premises free from mechanic's and all other liens and save the sellers harmless therefrom and reimburse the sellers for all costs and attorney's fees incurred by them in defending against any such liens.

The buyers shall be entitled to possession of said lands upon the execution of this contract and may retain such possession so long as they are not in default under the terms of this agreement. The sellers agree that at their expense and within 30 days from the date hereof, they will furnish unto the buyers a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the sellers on or subsequent to the date of this agreement, save and except

the usual printed exceptions and other restrictions and easements now of record, if any, and as above.

Sellers agree to keep the payments due on the mortgage to The Federal Land Bank of Spokane, above described, in a current condition at all times during the life of this contract, or until fully paid. In the event the sellers fail so to do, then the buyers may make such payments and any amounts so paid will be credited to the amounts due the sellers under the terms of this contract. It is agreed that when the balance remaining due on this contract equals the balance remaining due on the said mortgage, then and in that event the sellers will deliver a deed to the buyers as hereinafter provided, subject to the balance of said mortgage which the buyers will assume and agree to pay and this contract shall cease and determine.

It is mutually agreed by the buyers and the sellers that when the unpaid principal remaining due on this contract is reduced to an amount equal to the maximum amount obtainable through a mortgage or other loan upon said property, then at the option of either sellers or buyers this contract may be refinanced and either party will execute the necessary documents so to do, upon the same terms and conditions as provided herein.

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

In case the buyers, their 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 sellers will make unto the buyers, their 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 buyers or their assigns.

But in case the buyers 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 sellers 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 buyers, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and re-vest in the sellers, without any declaration of forfeiture, or act of re-entry, or without any other act by the sellers to be performed, and without any right of the buyers of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

It is mutually agreed that all or any part of the purchase price herein may be paid at any time.

The buyers further agree that failure by the sellers at any time to require performance by the buyers of any provision hereof shall in no way affect their right hereunder to enforce the same, nor shall any waiver by said sellers 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 case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyers agree to pay such sum as the Court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the day and year first above written.

Edwin Sandberg (SEAL)

Gertrude Sandberg (SEAL)

SELLERS

Frederick W. Schnell (SEAL)

Phyllis M. Schnell (SEAL)

BUYERS

NO 1239

CLAY COUNTY  
ACTION EXCISE TAX  
PAID NOV 10 1954  
AMOUNT \$425.00  
COUNTY TREASURER

BY Mabel J. Gier

Garnette S. Hutcherson, Rep.

STATE OF OREGON       )  
                              ) ss.  
County of Multnomah)

On this 18th day of May, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDWIN SANDBERG and GERTRUDE SANDBERG, husband and wife, and FREDERICK W. SCHNELL and PHYLLIS M. SCHNELL, husband and wife, 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.

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

A. N. Gardner

Notary Public for Oregon.

My Commission Expires July 30, 1955.