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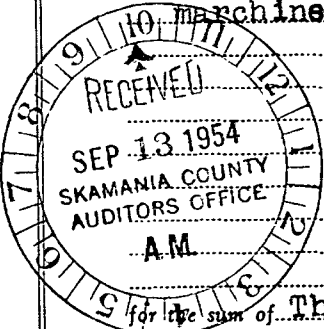
BOOK 38 PAGE 419

FOR AND IN CONSIDERATION of the premises hereinafter set out, PAUL S. BROWN AND IRENE E. BROWN, husband and wife

hereinafter called the seller, agrees to sell, and BURTON V. JUMP AND MERITA H. JUMP, husband and wife

hereinafter called the buyer, agrees to buy the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

The northeast quarter of the northeast quarter of the northwest quarter of Section 17, Township 1 North, Range 5, East of the Willamette Meridian, including the following personal property: Garden tractor with attachments, trailer, hand tools, shop tools, 3 bed steads with springs and mattresses, living room set, kitchen table and chairs, electric range, electric water tank, washing machine, refrigerator and oil circulator.



for the sum of Three Thousand Five Hundred and no/100 (\$3500.00) Dollars, of which the buyer has paid the sum of One Thousand and no/100 (\$1000.00) Dollars, the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal Two Thousand Five Hundred and no/100 (\$2500.00) Dollars together with interest thereon from date at the rate of six per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: in monthly installments of \$35.00 or more per month including interest at six percent. First payment is due and payable on the 1st day of October, 1954 with a like payment the first day of each succeeding month until contract is paid in full. Interest is to be computed from date of contract. Proceeds from each month's payments are to be applied first on interest, and then on principal until contract is paid.

regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$ 2500.00, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein, contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises at will and shall be entitled to only such notice to vacate as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

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, seller may elect to declare all of the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser 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 within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

~~The above selling price includes the following personal property~~

The sellers, Paul S. Brown and Irene E. Brown hereby agree to give a bill of sale on the personal property when a total sum of \$2000.00 has been paid on this contract.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 31st day of August, 1954.

Witnesses:

NO

175

A COUNTY

SECTION EXCISE TAX

PAID SEP 13 1954

AMOUNT \$35.00

COUNTY TREASURER

BY Malcolm

Paul S. Brown

Irene E. Brown

Seller.

Burton V. Jump

Merita H. Jump

Buyer.

10-01

