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FOR AND IN CONSIDERATION of the premises hereinafter set out, R. P. DELL and ALBERTA H. DELL, husband and wife,

hereinafter called the seller, agrees to sell, and HENRY JEPSEN and INGA JEPSEN of Route 2, Box 262, Washougal, Washington

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:

Lot 46, Washougal Riverside Tracts, according to the duly recorded plat thereof now on file. EXCEPT the Northwestern 136.5 feet of said Lot 46, Washougal Riverside Tracts, being that portion of said Lot 46 lying adjacent to the Skye Road and having a frontage of 200 feet on said Skye Road with a depth of 136.5 feet, all of the same lying and being situated in the County of Skamania, State of Washington.

for the sum of Three Hundred and no/100 - - - - - (\$ 300.00) Dollars, of which the buyer has paid the sum of Twenty-five and no/100 - - - - - (\$ 25.00) Dollars, the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal

together with interest thereon from date at the rate of six (6%) per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: Ten Dollars (\$10.00) or more, on or before November 1, 1954, and Ten Dollars (\$10.00) or more on or before the first day of each month thereafter until the full balance of principal and interest has been paid. Said payments shall include accrued interest.

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 \$ NONE, 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.

Sellers have ordered a Purchasers' policy of Title Insurance which shall be delivered to Purchasers when received. Sellers shall have no further obligation to prove the marketability of their title.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 14th day of October, 1954.

Witnesses:  
NO 1304  
1 COUNTY  
SACTION EXCISE TAX  
PAID 11 8 1954  
AMOUNT \$3.00  
COUNTY ASURER  
BY Mason Jeter

R P Dell  
Alberta H. Dell Seller.  
Henry Jepsen  
Inga Jepsen Buyer.



