

CONTRACT

49549

BOOK 40 PAGE 264

THIS AGREEMENT, made this 11th. day of June 1954, by and between GEORGE T.P. BLAKKOLB, the duly qualified and acting Executor of the Estate of Sherman Leroy Blakkolb, deceased, and the duly qualified and acting Executor of the Estate of Grace Thelma Blakkolb, deceased, and hereinafter for convenience, referred to as "Seller", and VERNON A. GOOD and VIRGINIA A. GOOD, husband and wife, of 7305 N. Minnesota Avenue, Portland, Oregon, hereinafter referred to as "Buyers".

W I T N E S S E T H:

Whereas, Sherman Leroy Blakkolb, deceased, was the owner of an undivided one-half interest in and to the real property hereinafter described and Grace Thelma Blakkolb, deceased, was the owner of an undivided one-half interest in and to the real property hereinafter described; and

Whereas, George T.P. Blakkolb is the duly qualified and acting Executor of said estates; and

Whereas, under and by virtue of a power of sale contained in the last will and testament of each of the above named decedents, said Executor has offered for sale the real property hereinafter described and Buyers wish to purchase the same for the agreed price of Five Thousand Two Hundred Fifty (\$5,250.00) Dollars, said sum being the highest and best offer which said Executor has been able to obtain.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

(1) Seller agrees to sell to Buyers and Buyers agree to purchase from Seller, for the agreed price of Five Thousand Two Hundred Fifty (\$ 5,250.00) Dollars, the following described real property;

Tract 1;

The East one-half of the Northeast Quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 20, Township 2 North, Range 6 East of the Willamette Meridian.

Tract 2;

The West one-half of the Northwest Quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 21, Township 2 North, Range 6 East of the Willamette Meridian.

Tract 3;

Commencing at the quarter corner between Sections 21 and 28 in Township 2 North of Range 6 East of the Willamette Meridian, following the meanderings of a small creek in a Northwesterly direction as shown by the survey recorded in the Skamania County Engineer's office to a point 1100 feet East of the quarter corner between Sections 20 and 21; thence West to the quarter corner between Sections 20 and 21; thence South to the Southwest corner of Section 21; thence East to quarter corner of Sections 21 and 28, containing 104 acres of land, more or less, excepting therefrom however, the following described tract of land which was conveyed to Irving Courser;

Beginning at the Southwest corner of the Southwest quarter (SW $\frac{1}{4}$) of Section 21 in Township 2 North of Range 6 East of the Willamette Meridian, and for a West boundary running North 1220 feet, for a North boundary running East 650 feet, and for an East boundary running South 700 feet, more or less, to the County Road, and for a South boundary following the North side of the County Road to the section line and the section line to the point of beginning, containing twelve acres of land more or less; and

Except a tract of land described in a conveyance recorded in Book 30 of Deeds, Page 212 of Skamania County, as follows;

Beginning at the point of intersection of the section line between Sections 21 and 28 with the Southerly boundary line of the County Road which point is located 150 feet more or less East of the section corner common to Sections 20, 21, 29 and 28 in Township 2 North of Range 6 East of the Willamette Meridian in Skamania County, Washington, running then East on said section line between Sections 21 and 28, 850 feet more or less to a point which is 1000 feet East of said section corner common to said 4 sections; thence North or slightly West of North on a direct line to the nearest point on the Southerly boundary line of said County Road; thence Southwesterly following the southerly boundary line of said County Road to the point of beginning, containing 7 acres of land, more or less.

Tract 4;

The Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 21, Township 2 North, Range 6 East of the Willamette Meridian, except portion lying East of Cedar Swamp Road as it now is.

(2) The purchase price of Five Thousand Two Hundred Fifty (\$5,250.00) Dollars shall be paid by the buyers as follows; Five Hundred (\$500.00) Dollars to be paid coincident with the execution of this agreement and the balance to be paid in annual installments, payable on the 11th day of each and every June hereafter in sums of not less than Five Hundred Dollars (\$500.00) per annum, including interest at the rate of five (5%) per cent per annum, and in any event to pay in full all sums of principal and interest by or before the 10th anniversary date of the execution of this agreement, or on or before June 11th, 1964.

(Contract of sale; Blakkolb- Good page 2.)

(3) Whereas, the said Estates of Sherman LeRoy Blakkolb and Grace Thelma Blakkolb are now under probaton in The County of Multnomah and State of Oregon Seller agrees to continue such probaton proceedings, with due dilligence, to consummation and as rapidly as custom, usage and law may permit to perfect title to the above described land and to clear the record of the same in the County of Skamania and the State of Washington. As soon as such title has been cleared Seller agrees to furnish Buyers a purchaser's policy of title insurance in the sum of Five Thousand Two Hundred Fifty (\$5250.00) Dollars showing good and marketable title in Seller or Helen Steele and First National Bank, of Portland, Trustee, but subject to this contract and upon payment of the full purchase price, together with any sums due for interest or in any other manner due hereunder, will deliver to Buyers and Executor's Bargain and Sale Deed conveying all the right, title and interest that said Estates by operation of law have acquired.

(4) The Parties hereto agree to prorate the 1954 taxes as of June 1st. 1954 and Buyers agree to reimburse Seller to the amount of 7/12s. thereof. All taxes thereafter assessed or levied against the ~~the~~ said property, shall be paid when due by the Buyers. If Buyers fail to pay any taxes, assessments or other charges due upon said property, then Seller may pay all or any part of such taxes, assessments and charges, and Buyers shall reimburse Seller for the amount so paid, upon demand, with interest thereon at the rate of eight (8%) per cent per annum from date of payment to the date of reimbursement.

(5) All improvements placed upon the above described premises shall remain thereon and shall not be removed therefrom before final payment has been made under the terms of this agreement and shall become the property of Seller subject however to this agreement.

(6) Buyers covenant not to commit waste upon the premises, nor to cut or remove any timber therefrom without the prior consent of the Seller in writing until such time as the full sum of Two Thousand (\$2,000.00) Dollars shall have been paid to the principal amount of the aforesaid purchase price. At any time after such amount has been credited timber may be removed but in such case an amount (Contract of sale; Blakkolb-Good. Page 3.)

equal to Five (\$5.00) Dollars per M. board feet, using Scribner, net mill or water log scale as circumstances may indicate, shall be paid by Buyers. All such payments, at request of Buyers, shall be credited to the required annual payments of not less than Five Hundred (\$500.00) Dollars as to the preceeding twelve (12) months up to the full amount of such payment principal and interest. Any excess shall be credited directly to the unpaid purchase price and shall not be carried over to the following payment period. A statement is to be rendered by Buyers to Seller not later than the 11th day of any month following the month in which any timber has been removed. Such statement shall show the names and addresses of all persons to whom any timber has been delivered and the amount of timber delivered to each, during the previous calendar month, and shall be accompanied by payment to cover the same. It is understood that Buyers may cut for use on the premises such timber as may be necessary for their personal use on the premises for fuel, the construction of buildings, fencing or in the clearing of land. However any timber so cut shall not be removed from the premises except under the aforesaid conditions governing the removal of timber.

(7) When the Buyers, their successors or assigns, shall have made all of the ~~foregoing~~ ^{aforementioned} payments and shall have performed strictly and literally all and singular, the agreements and covenants herein according to the tenor thereof, then Seller shall give to Buyers the Executor's Deed hereinbefore described.

(8) In the event that Buyers shall fail to make the aforesaid payments upon the strict terms and on or before the time above specified or shall fail to perform literally and strictly all and singular the agreements contained herein, time of payment and strict performance being declared to be of the essence of this agreement, then the Seller, his successors or assigns, in addition to all other remedies which may be provided by law, shall have the right and power;

(Contract of sale; Blokkolb- Good Page 4.)

- (a) To declare this agreement to be null and void;
- (b) To declare the whole unpaid principal balance of said purchase price with interest thereon, at once due and payable.
- (c) To foreclose by strict foreclosure in equity.

In any of such cases, all the right and interest hereby created or then existing in favor of the Buyers, derived under this agreement, shall utterly cease and determine, and the premises shall revert and revest in the Seller without any declaration of forfeiture or act of re-entry and without any right of the Buyers of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

(9) In the event that suit or action is instituted by Seller to recover any sum due hereunder or for any relief, he shall be entitled to recover such reasonable attorney's fees as the Court may fix.

(10) Failure of the Seller, at any time, to require performance by the Buyers of any of the provisions hereof, shall in no way affect the right of Seller hereunder to enforce the same, nor shall any waiver by Seller 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 WITNESS WHEREOF the parties have hereunto affixed their hands and seals.



Geo. T. P. Blakkolb
 George T. P. Blakkolb
 Executor of the Estate of
 Sherman LeRoy Blakkolb, deceased.

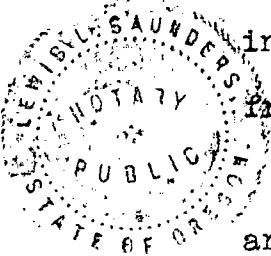
Geo. T. P. Blakkolb
 George T. P. Blakkolb
 Executor of the Estate of Grace
 Thelma Blakkolb, deceased.

Vernon A. Good
 Vernon A. Good

Virginia A. Good
 Virginia A. Good.

STATE OF OREGON)
) ss.
 County of Multnomah)

BE IT REMEMBERED, That on this 18th day of June, 1954, before me the undersigned, a Notary Public in and for said County and State, personally appeared the with named GEORGE T.P. BLAKKOLB, the duly qualified and acting Executor of the Estate of Sherman LeRoy Blakkolb, deceased, and the Estate of Grace Thelma Blakkolb, deceased, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

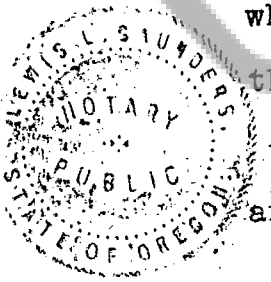


IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Lewis G. Saunders
 Notary Public in and for Oregon.
 My commission expires July 17, 1954

STATE OF OREGON)
) ss.
 County of Multnomah)

BE IT REMEMBERED, That on this 23rd day of June, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Vernon A. Good and Virginia A. Good, husband and wife, who are 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 seal the day and year last above written.

Lewis G. Saunders
 Notary Public in and for Oregon.
 My commission expires Aug. 17, 1954

(Contract of Sale. Blakkolb-Good. Page 6.)

NO 1203
 COUNTY
 ASSESSOR ON EXCISE TAX
 AND 1 - 1954
 \$52.50
 CC ASURER
 BY *Mabel J. Jeter*
by Annette S. Hutchinson, Dep.

Portland, Oregon

December 31, 1954

RECEIPT

Vernon A. & Virginia A. Good
7305 N. Minnesota Avenue
Portland, Oregon

This is to acknowledge receipt by George T. P. Blakkolb, executor of the estates of Sherman LeRoy Blakkolb and Grace Thelma Blakkolb, deceased, of the following sums of money:

7-5-54	\$ 500.00
7-19-54	1,522.43
9-12-54	60.00
10-11-54	800.00
11-15-54	978.23
12-12-54	877.50
12-30-54	597.78,

together with check to the order of Jerome S. Bischoff, attorney, in the sum of \$597.78, dated December 30, 1954, all of which represents payment in full upon the purchase price of those certain parcels of real property located at Skamania County, Washington and described in that contract dated June 11, 1954, and between George T. P. Blakkolb, executor of the above referred estates, and Vernon A. and Virginia A. Good.

George T. P. Blakkolb
George T. P. Blakkolb, Executor