

A G R E E M E N T

THIS AGREEMENT, Made this 12th day of September, 1955, between RAY C. KELLY and FAYE T. KELLY, husband and wife, hereinafter called the seller, and JOHN H. SMITH, III, and NANCY S. SMITH, husband and wife, hereinafter called the buyer,

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

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 East of the W.M., running thence South along the West line of said Southeast Quarter of the Northwest quarter of said Section 34 until said West line intersects with the center of the road now established and which road meanders near the said West line of said Southeast Quarter of the Northwest Quarter of said Section 34; thence Southerly following the center of said road to a point which is 250 feet more or less Southerly from the said Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 34, and which point is the Southwest corner of the land now owned by the Grantees herein and which is the true point of beginning of the property herein conveyed; thence Southerly following the center line of said road 150 feet, more or less, to a point, which said point is directly West of a point 400 feet South of said Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 34; thence East parallel with the North line of said Southeast Quarter of the Northwest Quarter of said Section 34, to the West bank of the Washougal River; thence Northerly following the West bank of said Washougal River 150 feet more or less to a point on the South line of the property now owned by the Grantees; thence West along the said South line of the property now owned by the Grantees to a point of beginning of the tract herein conveyed.

Beginning at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 34, TWP. 2 N. R. 5. E.W.M., thence South 150 feet to the initial point of the tract hereby described thence South 16 West a distance of 100 feet; thence East to the Washougal River, thence Northerly along Washougal River to a point due East of the initial point, thence West to the initial point.

for the sum of Six Thousand Three Hundred Dollars (\$6300) (hereinafter called the purchase price) on account of which One Thousand Dollars

(\$1000) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller on or before December 15, 1955. All or any part of said purchase price may be paid at any time <sup>prior to said date</sup>. The deferred balance shall not bear interest.

TERMS, COVENANTS AND CONDITIONS

1. The Seller shall be entitled to possession of said property until payment of the balance of said purchase price, at which time seller agrees to deliver possession, together with the improvements thereon in good condition and repair without waste or strip thereof. Seller agrees to keep the premises insured against loss or damage by fire (with extended coverage) in an amount not less than \$4500<sup>00</sup>/100 in a company, or companies, duly qualified and in good standing to do business in the aforesaid state.

2. Seller agrees to complete the building and finishing of a garage on the premises in a good and workmanlike manner consistent with the character of the other buildings and improvements on the premises and to complete improvement of the water system by deepening the well and installation of a proper pump capable of adequately serving the improvements on the above described premises, all of which work is to be completed by December 15, 1955.

3. Seller agrees that when said purchase price is fully paid, and upon request, and upon surrender of this agreement, to deliver a good and sufficient Warranty Deed conveying said premises in fee simple unto buyer, their heirs and assigns free and clear of all encumbrances and subject only to the conditions and restrictions and exceptions contained and set forth in that certain Warranty Deed from R. Kenneth Fiddler and Bessie Fiddler,

husband and wife to seller herein dated February 5, 1955 and recorded in Book 39, at Page 265 of Deeds of the aforesaid County and State and contained in that certain deed from Eva King Flood and Wilbur G. Flood, wife and husband, to the seller herein dated June 8, 1955.

4. It is understood and agreed that time is of the essence of this Agreement and that in case suit or action is instituted by either party hereto to enforce the rights acquired under this contract or to secure performance of the terms, covenants and conditions thereof, the prevailing party in such suit or action shall be entitled to recover of and from the losing party a reasonable attorney's fee.

5. In further consideration of said purchase price, seller agrees to sell all of the furniture now located in the house on the above described premises, including, inter alia, stove, refrigerator, beds and tables.

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

Ray C. Kelly (SEAL)

Faye L. Kelly (SEAL)

John H. Smith III (SEAL)


Nancy L. Smith (SEAL)

STATE OF OREGON }  
County of Multnomah } ss.

BOOK 40 PAGE 364

On this 12th day of September, 1955, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named JOHN H. SMITH, III, and NANCY S. SMITH, 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.

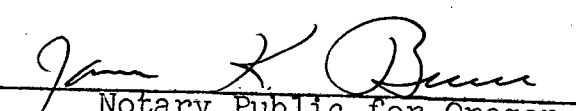
  
Notary Public for Oregon

My Commission Expires: 1/10/59

STATE OF OREGON }  
County of Multnomah } ss.

On this 13th day of September, 1955, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named RAY C. KELLY and FAYE T. KELLY, 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.

  
Notary Public for Oregon

My Commission Expires: 1/10/59

NO 1721  
COUNTY  
ON EXCISE TAX  
DEC 19 1955  
CC EASURER

BY Mabel J. Jeter  
Annette S. Hutchison, Secy.

