

Revision of Form No. 2JLH

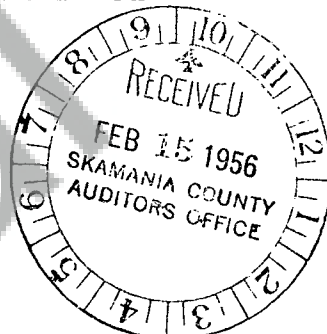
50667

THIS CONTRACT, Made this 1st day November, 1954, between Joseph C. Douthit and Marion L. Douthit, husband and wife hereinafter called the seller, and Patrick H. Whitney and Margaret M. Whitney, 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:

Commencing at the quarter corner on the south line of Section 36, Township 4 North, Range 7½ E. W. M., said point being the southeast corner of Government Lot 12 of the said Section 36; thence north 874.5 feet; thence west 544.5 feet; thence north 445.5 feet; thence west 140 feet; thence south 00° 42' west 1330 feet to the south line of the said Section 36; thence east along the said south line 699 feet more or less to the place of beginning.

EXCEPTING therefrom however a tract of land consisting of one acre more or less conveyed to Sam Foster, a single man, by deed dated July 28, 1952.



for the sum of Fifteen Hundred Dollars (\$ 1,500.00) (hereinafter called the purchase price), on account of which Three Hundred Dollars (\$ 300.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 1,200.00) to the order of the seller in monthly payments of not less than Thirty Five Dollars (\$ 35.00) each, payable on the 1st day of each month hereafter beginning with the month of December, 1954 and continuing until said purchase price is fully paid. All or any part of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 6 per cent per annum from this date until paid, interest to be paid monthly and * (in addition to) the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on November 1st, 1954, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he 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 he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ 10,000.00.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The seller agrees that at his expense and within 15 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the 1st day and year first above written.

No. 1774

TRANSACTION EXCISE TAX

FEB 15 1956

Amount Paid \$ 15.00 plus \$ 2.50 penaltyMabel J. Jeter
Skamania County Treasurer

*Strike which ever phrase may be applicable.

[For notarial acknowledgment, see reverse]

Joseph C. Douthit (SEAL)
Marion L. Douthit (SEAL)
Patrick H. Whitney (SEAL)
Margaret M. Whitney (SEAL)

ASSIGNMENT BY SELLER-OWNER OF THE CONTRACT ON THE REVERSE HEREOF

Note: Seller's deed should also accompany this assignment.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the identical seller named in the contract of sale set forth on the reverse hereof, in consideration of \$ _____ to the seller paid by _____

hereinafter called assignee, hereby does convey, assign, sell, transfer and set over unto the said assignee all of the seller's right, title and interest in and to the said contract of sale and hereby does grant, bargain, sell and convey unto said assignee the real property described in said contract and all of the seller's right, title and interest therein, subject, however, to the foregoing contract of sale on which there is an unpaid principal balance of not less than \$ _____ with the interest thereon from _____, 19 _____ until paid;

TO HAVE AND TO HOLD the said contract and the said granted premises unto the said assignee and the assignee's heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned seller has hereunto set hand and seal this _____ day of _____, 19 _____

(SEAL)

(SEAL)

State of Oregon, County of _____ ss.

On this _____ day of _____, 19 _____, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named _____

known to me to be the identical individual _____ described in and who executed the within instrument and acknowledged to me that _____ 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.

[NOTARIAL SEAL]

Notary Public for Oregon.

My commission expires _____

ASSIGNMENT BY BUYER OF THE CONTRACT ON THE REVERSE HEREOF

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the identical buyer named in the contract of sale shown on the reverse hereof, in consideration of \$ _____

to the buyer paid by _____

hereinafter called assignee, hereby does convey, assign, sell, transfer and set over unto the said assignee, his heirs and assigns, all of the buyer's right, title and interest in and to the said contract of sale and in and to the real estate therein described. Upon full compliance by said assignee of the covenants contained in said contract, the buyer does authorize and direct that conveyance of said real estate be made to said assignee, his heirs and assigns. The buyer does covenant with and warrant unto said assignee that the unpaid principal balance of the purchase price of said

real estate does not exceed \$ _____ with the interest thereon from _____, 19 _____ until paid.

IN WITNESS WHEREOF, the undersigned buyer has hereunto set hand and seal this _____ day of _____, 19 _____

(SEAL)

(SEAL)

State of Oregon, County of _____ ss.

On this _____ day of _____, 19 _____, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named _____

known to me to be the identical individual _____ described in and who executed the within instrument and acknowledged to me that _____ 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.

[NOTARIAL SEAL]

Notary Public for Oregon.

My commission expires _____

50667

CONTRACT

(FORM No. 706)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Joseph C. Douthit

et ux

Address The Dalles, Oregon

AND

Patrick H. Whitney

et ux

Address _____

Dated November 1, 19 54

Lot Block _____

Addition _____

STATE OF OREGON, Wash ss.

County of S. Kamiah ss.

I certify that the within instrument was received for record on the 15 day of February, 19 54, at 9:55 o'clock A.M., and recorded in book 41 on page 149

Record of Deeds of said County.

Witness my hand and seal of

County affixed.

Oliver J. Berg

County Clerk - Recorder

M. Kelly

Deputy

By _____

REGISTERED	K
INDEXED: DIR.	K
INDIRECT:	K
RECORDED:	
COMPARED	
MAILED	

STATE OF OREGON,

County of Wasco ss.

On this 1st day of November, 19 54, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Joseph C. Douthit and Marion L. Douthit, 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.

R. Brouhard

Notary Public for Oregon.

My commission expires Sept. 30, 1957