

(Revised 1952)

50277

THIS CONTRACT, Made the 9<sup>th</sup> day of December, 1954, between Nellie Corser, a widow and unmarried, of the County of Skamania and State of Washington, hereinafter called the first party, and Austin E. Smith and Irene D. Smith, husband and wife, of the County of \_\_\_\_\_ and State of California hereinafter called the second party, WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

Commencing at a point on the North Right of Way line of Bonneville Power Administration transmission Line No. 1 and 2 designated as Bonneville - Vancouver Line, said point being N 89° 26' W 353.1 feet from the iron pipe with brass cap set by LaBarre for section corner to Sections 20, 21, 29 and 28 Township 2 North, Range 6 East, W.M.; Thence from said point of beginning N 10° 26' W. 92.5 feet, thence N 24° 40' W. 206.0 feet more or less to the center of Duncan Creek, thence in a southerly direction along the center line of Duncan Creek to the center of the County Road, Thence easterly along center line of said road to a point which bears S 10° 26' E 53.0 feet from point of beginning, Thence N 10° 26' W 53.0 feet to point of beginning; Containing 0.6 acres more or less excepting Right of Way of Bonneville Power Administration and County Road.

Together with a right of way for the construction and maintenance of a pipe line, flume or conduit, commencing at a point on the easterly (or southeasterly) bank of Duncan Creek which point is on a line at right angles to the center line of said stream and running through the most northerly point of the above described land, thence southerly along the easterly (or southeasterly) bank of said Duncan Creek to the easterly line of the above described land.

for the sum of - - Seven Hundred Fifty and 00/100 - - - Dollars (\$750.00) on account of which One Hundred and 00/100 - - - - - Dollars (\$100.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of six per cent per annum on the dates and in the amounts as follows: The party of the second part agrees to pay the balance amounting to \$650.00, in monthly payments of \$25.00 or more including interest, the first payment to be made on the 1st day of January 1955, and a like payment on the 15th day of each month thereafter until the full sum of \$650.00 and interest has been paid. Thirty days grace to be allowed from each payment date, before action is taken - this provision to be invoked only in case of emergency.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereinafter levied and all public and municipal liens and assessments which may be hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof becomes past due, and that all buildings now erected on said premises will be kept insured in favor of the first party against loss or damage by fire (with extended coverage), in an amount not less than \_\_\_\_\_ Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, either an Abstract showing marketable title or a Title Insurance Policy insuring title continued as to this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above mentioned taxes and assessments and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly ceased and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the court may adjudge reasonable for plaintiff's attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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.

This contract can not be assigned by second party without written consent of first party.

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

Nellie Corser  
Austin E. Smith (SEAL)

Irene D. Smith (SEAL)

(SEAL)

