

50345



NO 1404  
 Skamania COUNTY BOOK 41 PAGE 34  
 TRANSACTION EXCISE TAX  
 PAID JAN 25 1955  
 AMOUNT \$50.00  
 COUNTY TREASURER  
 BY Marshall Jeter

### CONTRACT OF SALE FOR REAL AND PERSONAL PROPERTY

THIS CONTRACT made and entered into this 8<sup>th</sup> day of January, 1955, by and between H. CHARLES SMALLEY and BESSIE SMALLEY, husband and wife, hereinafter called the Seller, and FRANCIS H. BALL and RUBY I. BALL, husband and wife, hereinafter called the Purchaser;

#### WITNESSETH:

The Seller agrees to Sell to the Purchaser, and the Purchaser agrees to purchase of the Seller the following described real and personal property with the appurtenances, situate in Skamania County, Washington:

#### REAL PROPERTY

Lot 3 of IGNAZ WACHTER SUBDIVISION in the west half of the northwest quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section 36, Township 3 North, Range 7 E.W.M. according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; said tract containing 7 acres, more or less;

SUBJECT TO reservations made by the State of Washington as described in deed dated September 29, 1945, and recorded at page 506 of Book 30 of Deeds, Records of Skamania County, Washington;

AND RESERVING to the sellers, their heirs and assigns, an undivided one-half interest in all minerals, mineral rights in, upon and under the above described real property.

#### PERSONAL PROPERTY

The following described personal property and farm equipment:

1 model Feub tractor, touch control equipped, Serial No. 47642, Motor No. 251341-R1; 1 Cub 144 Cultivator; 1 Cub 2-way Plow; 1 Cub 22 Mower; 1 Mounting Frame; 1 Radr. Rockshaft; 1 Cub Leveling Blade; 1 combination power Take-off and Belt-pulley; 1 single row Planter; and Rake, Disc, Drag, and miscellaneous farm tools.

On the following terms and conditions: The purchase price for the above described real property and personal property is Six Thousand and No/100 (\$6,000.00) Dollars of which Five Hundred and No/100 (\$500.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the Purchaser agrees to pay the balance of the said purchase price in

the sum of Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars or more commencing on the 25th day of January, 1955, and on the 25th day of each and every month thereafter to and including the 25th day of July, 1955, and thereafter in monthly installments of Sixty Five and No/100 (\$65.00) Dollars or more commencing on the 25th day of August, 1955, and on the 25th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of six percent per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The Purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

The Purchaser agrees: (1) to pay all taxes and assessments which may hereafter become a lien against the said real and personal property; (2) to keep the buildings now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire in the sum of \$3,000.00, and in case of the Purchaser's failure so to do the Seller at his option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same shall occur shall constitute a failure of consideration; and (6) that full inspection of the said real and personal property has been made, and that the Purchaser does not rely on any representation made by the Seller except those herein stated.

The Seller agrees: (1) upon receiving the said purchase price in full together with interest to make, execute and deliver to the Purchaser a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of \$5,000.00 conveying the above described real property subject only to the acts and omissions of the Purchaser under

this contract, and to make, execute and deliver to the Purchaser a warranty bill of sale transferring the title to the above described personal property; (2) upon receiving the said purchase price in full together with interest to deliver to the Purchaser a policy of title insurance in the sum of \$5,000.00 insuring the Purchaser subject only to the usual printed exceptions and the reservations herein noted; (3) to assume and pay any excise tax which may be levied on the sale of the above described real property pursuant to Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the Purchaser shall have possession of the said real and personal property immediately.

AND IT IS FURTHER MUTUALLY AGREED that \$5,000.00 of the said purchase price shall be the consideration for the said real property and \$1,000.00 shall be the consideration for the said personal property. Title to the said real and personal property is now, and at all times shall remain, in the Seller until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the Purchaser. No buildings shall be removed from the said real property and no timber shall be cut or removed therefrom without the express written consent of the Seller. Any compensation paid for mineral rights or privileges on the above described real property, including such rights as may be asserted by the State of Washington, shall be applied on the purchase price until the same shall have been paid in full.

AND IT IS FURTHER AGREED that 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, the Seller may elect to declare all of the Purchaser's rights hereunder terminated, and upon the Seller so doing, all payments made by the Purchaser hereunder, any buildings or improvements placed upon the said real property and the real property itself, and the said personal property shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property; and upon default forfeiture may be declared by notice sent by registered mail to the address of the Purchaser, or his assigns, last known to the Seller, the Purchaser to

to have thirty days thereafter to reinstate the contract and to remedy any defaults.

It is understood that the Purchaser has examined Puget Sound title insurance policy no. S-509 dated May 7, 1946, and the Purchaser agrees to accept title to the real property described in this contract subject to exception no. 7 on Schedule B of the said title policy.

IN WITNESS WHEREOF the parties have hereto signed and sealed their hands this day of January, 1954.

H. Charles Smalley (SEAL)

Francis H. Ball (SEAL)

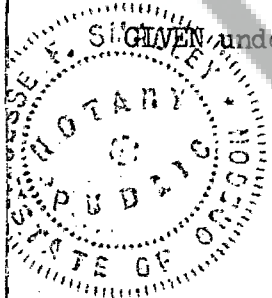
Bessie Smalley (SEAL)  
Sellers

Ruby J. Ball (SEAL)  
Purchasers

STATE OF OREGON  
County of Washington ss.

I, the undersigned, a notary public in and for the State of Oregon, hereby certify that on this 8 day of January, 1955, personally appeared before me H. Charles Smalley to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



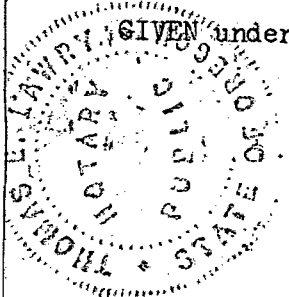
Walter F. Sichel  
Notary Public in and for the State of  
Oregon, residing at Sisters

My Commission Expires April 1, 1955

STATE OF OREGON  
County of Washington ss.

I, the undersigned, a notary public in and for the State of Oregon, hereby certify that on this 18 day of January, 1955, personally appeared before me Bessie Smalley to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Thomas E. Lawry  
Notary Public in and for the State of  
Oregon, residing at Valley

My Commission Expires June 12, 1956