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BOOK 43 PAGE 28

FOR AND IN CONSIDERATION of the premises hereinafter set out,

E. B. CARMICHAEL and MELISSA CARMICHAEL,
husband and wife

hereinafter called the seller, agrees to sell, and SYLVIA BERNARD, a widow, and MARY V. BERNARD, single

hereinafter called the buyer,
agrees to buy the following described real estate, situate in the County of ~~XXXX~~ Skamania, State of Washington, more particularly described as follows, to-wit:

Commencing at Pole No. 553 of Northwestern Electric Company transmission line, mid pole being 118.6 feet east and 959.9 feet south of the Northwest corner of Section 11, Township 1 North, Range 5 E.W.M.; thence south 21°01' east 440 feet to the northwest corner of tract and true point of beginning, said point being 276.4 feet east and 1370.6 feet south of the above northwest corner of Section 11, Township 1 North, Range 5 E.W.M.; thence south 20°56' east 165 feet along fence to a point which is 1524.7 feet south and 335.3 feet east of the northwest corner of Section 11, and being on the northerly right of way line of State Road No. 8; thence north 69°04' east 84.3 feet along northerly right of way line of State Road No. 8 to intersection of Old State Road now County Road; thence northwesterly along right of way of County Road to a 24" fir tree; thence south 75°05' west 128.3 feet to point of beginning.

Also an easement for a water pipeline not exceeding one-half inch in diameter as described by deed dated August 24, 1951, and recorded at page 632 of Book 33 of Deeds, Records of Skamania County, Washington.

for the sum of Thirty Five Hundred and no/100 ----- \$ 3500.00 -----) Dollars,
of which the buyer has paid the sum of Six Hundred and no/100 ----- Dollars,
(\$ 600.00 -----), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal
Twenty Nine Hundred and no/100 ----- (\$ 2900.00 -----) Dollars
together with interest thereon from date at the rate of six (6) ----- per cent per annum, computed on
balances remaining unpaid from time to time at the times and in the manner following: To be paid in monthly installments
of \$50.00 or more per month, including interest, the first payment to be due and pay-
able on the fifth day of December, 1956, and a like payment to be due and payable on
the fifth day of each and every month thereafter, until the balance of principal, to-
gether with interest is paid in full.

regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to reasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$ 2000.00 -----, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein, contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises at will and shall be entitled to only such notice to vacate as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

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, seller may elect to declare all of the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

No. 2042

TRANSACTION EXCISE TAX

NOV 28 1956

Amount Paid \$ 250.00

Mabel J. Jettin

Skamania County Treasurer

Beleneth S. Hulse

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 26 THday of November 19 56

Witnesses:

E. B. Carmichael

Melissa Carmichael

Seller.

+ Sylvia Bernard

+ Mary V. Bernard

Buyer.

