

THIS CONTRACT, Made the 15th day of October, 1957, between Edra M. Miller, a widow and unmarried, of the County of _____ and State of _____, hereinafter called the first party, and Herald S. Beall and Daisy A. Beall, husband and wife, of the County of _____ and State of _____ 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:

A tract of land located in Government Lot 4 of Section 16, Township 1 North, Range 5 East of the Willamette Meridian, described as follows: Beginning at a point 814.3 feet South of the North-east corner of said Section 16, said point being the meander corner between Sections 15 & 16, Township 1 North, Range 5 East of the Willamette Meridian; thence South 45° West 257 feet; thence South 15° 44' East 100.8 feet to the Southerly line of the Spokane, Portland & Seattle Railway Company's right of way, said point being the initial point of tract herein described; thence South 65° 37' West along the Southerly line of said right of way 460 feet; thence South 20° 15' East 150 feet, more or less, to the low water line of the Columbia River; thence Easterly along the low water line of the Columbia River to a point South 15° 44' East 90 feet, more or less, from the initial point; thence North 15° 44' West to the initial point, said tract being in the County of Skamania and State of Washington. TOGETHER with the following personal property: 1 Range & 1 Refrigerator

for the sum of Eight Thousand Seven Hundred Fifty & 00/100 Dollars (\$ 8,750.00) on account of which One Thousand Five Hundred and 00/100 Dollars (\$ 1,500.00)

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 6 1/2 per cent per annum on the dates and in the amounts as follows: The balance of \$7,250.00 to be paid in monthly installments of not less than \$75.00, which includes interest at the rate of 6 1/2 per annum; first installment of not less than \$75.00 to be paid on the 15th day of December, 1957, and a like installment of not less than \$75.00 to be paid on the 15th day of each successive month thereafter, until the full sum of principal and interest is fully paid.

It is understood and agreed that the First Party will convey all her interest in and to existing water rights and telephone rights upon completion of this Contract.

November 15, 1957

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 \$7,250.00 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 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 the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease 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.

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

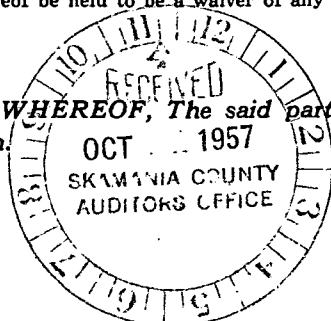
TRANSACTION EXCISE TAX

OCT 21 1957

Amount Paid \$ 8,750

M. J. Jett
Skamania County Treasurer

By Lawrence J. Milling, Sec.



Edra M. Miller (SEAL)
Herald S. Beall (SEAL)
Daisy A. Beall (SEAL)

52850

CONTRACT

BETWEEN

Edna M. Miller

Address

AND

Herald S. Beall

Daisy A. Beall

Address

Dated _____, 19

Lot _____ Block _____

Addition _____

STATE OF OREGON,

County of Multnomah

I certify that the within instrument was received for record on the 21st day of October, 1957, at 12:45 o'clock P.M., and recorded in book 44 on page 164.
Record of Deeds of said County.

Witness my hand and seal of County affixed.

Lawrence O. Deane
County Clerk—Recorder.

By A. A. Deane
Deputy.

REGISTERED A.
INDEXED: DIR.
INDIRECT:
RECORDED:
TITLE INSURANCE COMPANY
425 S. W. FOURTH AVE.
PORTLAND 4, OREGON

STATE OF OREGON,

County of Multnomah

ss.

On this 15th day of October, 1957.

before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Edna M. Miller, unmarried; and Herald S. Beall and Daisy A. Beall, husband and wife,

known to me to be the identical individual s. 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 March 19, 1958