

54871

REAL ESTATE CONTRACT

This contract made and entered into this 29 day of January, 1959, by and between VERA M. BORIN, a widow, hereinafter called the "seller" and the PORTLAND COUNCIL OF CAMP FIRE GIRLS, INC., an Oregon corporation, hereinafter called the "purchaser",

## W I T N E S S E T H:

The seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller, the following described real estate situated in the County of Skamania, State of Washington, to wit:

The East Half of the East Half ( $E\frac{1}{2} E\frac{1}{2}$ ), and the Southwest Quarter of the Northeast Quarter ( $SW\frac{1}{4} NE\frac{1}{4}$ ), of Section 7; all of Section 8; the North Half ( $N\frac{1}{2}$ ) of Section 9; and all of Section 17; All in Township 2 North, Range 5 E.W.M.; containing 1,800 acres, more or less.

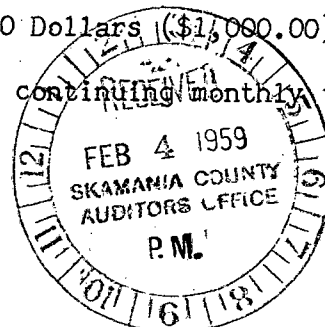
SUBJECT TO: All easements, reservations and restrictions of record, together with easements and reservations to the public for any public roads heretofore laid out or established or now existing over and across any part of the acreage above described and further, SUBJECT TO such encroachments and conditions as a survey may disclose.

The terms and conditions of this contract are:

The purchase price is One Hundred Thirty Thousand and no/100 Dollars ..... (\$130,000.00) of which Nineteen Thousand Five Hundred and no/100 Dollars (\$19,500.00) has been paid, the receipt of which is hereby acknowledged, and the balance of One Hundred Ten Thousand Five Hundred and no/100 Dollars (\$110,500.00) shall be paid as follows:

On the 1st day of February 1960, the purchaser shall pay an amount equal to the accrued interest from the date of signing this contract to the date of payment with interest to be computed at the rate of Five Per Cent (5%) per annum on the principal amount owed.

The balance, including both principal and interest shall be paid in monthly installments of One Thousand and no/100 Dollars (\$1,000.00) each, beginning with the first day of March 1960, and continuing monthly thereafter



until the whole balance of the purchase price, including both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at the rate of Five Per Cent (5%) per annum, and from each payment shall first be deducted interest to date, and the balance shall be applied on principal. Permission is especially granted to the purchaser on and after January 1, 1961, to make larger payments, not in excess of Fifteen Thousand and no/100 Dollars (\$15,000.00) over and above the installment payments called for in this contract during, and in any one calendar year thereafter; and interest shall immediately cease on all payments so made.

The purchaser is entitled to physical possession of the premises on the signing of this agreement.

The purchaser agrees to pay before delinquency, all taxes and assessments of every kind and nature which may, as between seller and purchaser, hereafter become a lien on the real estate; the purchaser agrees to keep the buildings now or hereafter placed upon the premises, insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to seller, and for the benefit of the seller or purchaser as their interest may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals and premium receipts.

Purchaser also agrees to assume all the hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose. Purchaser further agrees that they will comply with all the laws of the state of Washington, and the regulations, if any, of the different state agencies pertaining to said lands and will hold the seller harmless from any liability, damage, or expense in connection with any violation of said laws or regulations, or any other injury, damage or

liability or cost for which the owner of the above-described land may be held responsible; and to pay any and all necessary expense, including attorneys' fees and costs in connection therewith.

In the event that the purchaser shall fail to make any payment hereinbefore provided, the seller may pay such taxes or assessments, and effect such insurance, and any amount so paid by the seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of Ten per cent (10%) per annum until paid, without prejudice to any other rights of seller by reason of such failure.

The purchaser agrees that a full inspection of the premises has been made, and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements, or repairs unless the covenant or agreement relied upon is in writing, and is attached to, and made a part hereof.

The purchaser expressly agrees neither to assign this agreement nor to transfer in any manner, any right, title or interest herein without first procuring the written consent of the seller. The seller agrees not to unreasonably withhold upon request, such consent.

The seller has procured, or agrees to procure within thirty days (30) of the date hereof, a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the seller <sup>MSM</sup> subject to the items stated in the description) to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to the purchaser a Warranty Deed to the property, subject to the conditions and matters herein described, and excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the seller.

Time is of the essence of this agreement. If the purchaser shall fail to

comply with or perform any covenant 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 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. Service of all demands and notices with respect to such declaration or forfeiture and cancellation, may be made by registered mail at the following address:

531 S.W. ALDER ST. PORTLAND, OREGON ;

or at such other address as the purchaser shall indicate in writing to the seller. 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 under this contract, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Or the seller may elect to bring an action, or actions, on any intermediate over-due installments, or on any payment of payments made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed, and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the seller by reason thereof, shall be applied as a payment on account of the accrued interest and purchase price of the property, less any sum which the seller may be required to expend

in procuring such money or, at the election of the seller to the rebuilding or restoration of the premises.

It is further agreed that this contract, for all purposes, shall be interpreted in accordance with the laws of the state of Washington.

This contract shall for all purposes be deemed to have been signed, sealed and delivered by all parties at the office of the seller at 500 Columbia Street, Vancouver, Washington, where until further notice given by the seller, all payments called for herein shall be made by the purchaser to the seller.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in quadruplicate the day and year first written above.

Vera M Borin  
Seller

PORTLAND COUNCIL OF CAMP FIRE GIRLS, INC.

By: Mrs. Roscoe C. Nelson  
President

By: Mrs. Geness W. Avalis  
Secretary

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss

On this day personally appeared before me VERA M. BORIN, a widow, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of January, 1959.

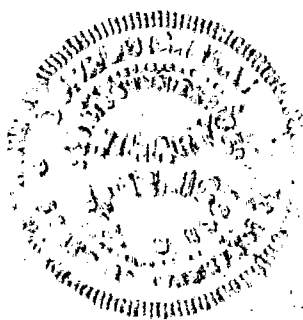
Ronald C. Blair  
Notary Public in and for the state of  
Washington, residing at Vancouver.

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss

On this 29 day of January 1959, before me personally appeared



MRS. ROSCOE C. NELSON - and MRS. GENNARO W. AVOLIO,  
to me known as the President and Secretary of the Portland Council of Camp Fire  
Girls, Inc., of the corporation that executed the within and foregoing instrument  
to be the free and voluntary act and deed of the corporation for the uses and  
purposes therein mentioned, and on oath stated that they were authorized to execute  
said instrument, and that the seal affixed is the corporate seal of the corporation.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year first above written.



Donald C. Blair

Notary Public in and for the state of  
Washington, residing at Vancouver.