

56244

BOOK

46

PAGE 430

FOR AND IN CONSIDERATION of the premises hereinafter set out, CELIA FENIMORE, a widow

hereinafter called the seller, agrees to sell, and KENNETH D. HUDDLESTON & NORMA M. HUDDLESTON, husband and wife

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

The Northwest quarter of the Southwest quarter (NW1 of SW1) of Section Eighteen (18), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

EXCEPTING, easement for right of way, for transmission lines and matters pertaining thereto of record.

for the sum of Sixty Five Hundred and no/100 (\$ 6500.00) Dollars, of which the buyer has paid the sum of Five Hundred and no/100 - - - - - Dollars (\$ 500.00), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal Six Thousand and no/100 - - - - - (\$ 6000.00) Dollars

together with interest thereon from date at the rate of 6.6 per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: in monthly installments of \$50.00 or more per month, including interest. First payment due and payable on the 1st day of January, 1960, with a like payment due and payable on the 1st day of each month thereafter, until the balance of principal, together with interest is paid in full.

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

And the buyer agrees to seasonably 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 \$ 6000.00, 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 BUYER HEREBY AGREES TO HOLD THE SELLER HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH MAY BE INCURRED BY THE SELLER AS A RESULT OF THE BUYER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.~~

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.

It is understood and agreed, that the Seller is to furnish the Purchasers with a policy of title insurance when this contract is paid in full.

It is further understood and agreed, that no timber shall be cut from the above property without the consent of the Seller, and any timber that is cut, with Sellers, consent, shall be sold and the proceeds from said sale applied on the contract balance.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 12 day of November 1959

No. 2912
TRANSACTION EXCISE TAX

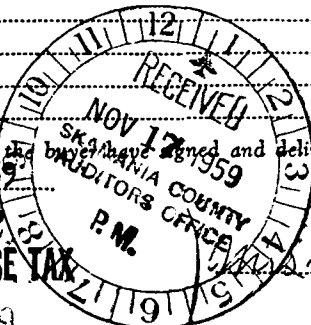
NOV 17 1959

Amount Paid 500.00

Malcolm J. Jeter

Skamania County Treasurer

By Michael J. Jeter



Celia Fenimore

Seller.

Kenneth D Huddleston

Norma M. Huddleston

Buyer.

