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THIS CONTRACT, Made the 7th day of January, 1959, between  
 Nellie B. Cushman (a widow)  
 of the County of Multnomah and State of Oregon, hereinafter called  
 the first party, and Alvin Sellers and Grace Sellers, husband and wife  
 of Skamania and State of Washington 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 follow-  
 ing described real estate, situate in the County of Skamania, State of Washington, to-wit:

The south west quarter (SW $\frac{1}{4}$ ) of the north east quarter (NE $\frac{1}{4}$ ) of the north west  
 quarter (NW $\frac{1}{4}$ ) of section twenty eight (28) Township (3) North Range (8) east of the  
 W. M.; excepting that portion conveyed to the Bonneville Power Administration  
 which conveyance is now of record; and excepting the right of way granted to Pacific  
 Northwest Pipeline Corporation which is now of record.

Second parties shall have the right to remove and dispose of all trees on  
 said premises without compensation to first party.



No. 2927

TRANSACTION EXCISE TAX

JAN 14 1959

Amount Paid \$50.00

Made J. Jeter

Skamania County Treasurer

By Beverly J. Mullins Dep.

for the sum of Five thousand and no/100 ----- Dollars (\$5,000.00)  
 on account of which Two hundred seventy and no/100 ----- Dollars (\$270.00)  
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
 mainder to be paid to the order of the first party with interest at the rate of 5 per cent per annum from  
 January 7, 1959, on the dates and in amounts as follows:

Not less than Forty-five and no/100 Dollars (\$45.00) including interest, on  
 the 7th day of January, 1959, and a like payment on the 7th day of each month  
 thereafter until principal and interest have been paid in full.

paid by second parties.

Taxes for the current tax year shall be ~~paid by the parties hereon as of the date of this contract.~~ The second party, in  
 consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments here-  
 after lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep  
 all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended  
 coverage) in an amount not less than Three thousand and no/100 (\$3,000.00) ----- Dollars in a company or com-  
 panies 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 as of 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 per-  
 formance 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 abso-  
 lutely, 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.

Nellie B. Cushman (SEAL)

(SEAL)

x Grace Sellers (SEAL)

x W. Alvin Sellers (SEAL)



( Acknowledgment—Individual )

STATE OF WASHINGTON, }  
COUNTY OF **Skamania** } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 30th day of November, 1959, personally appeared before me

W. Alvin Sellers and Grace Sellers, his wife,

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.

NOTARY PUBLIC in and for the State of  
Washington, residing at Stevenson

[illegible]

# CONTRACT

**FORM No. 47)**

597 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

WILLIAM B. SUBOTSKY

**Address**

**AND**

Alvin Karpis et al.

Address

Dated 29.8.1959

1

## Block

### Addition

STATE OF <sup>WASH.</sup> OREGON,

County of Sebastian

I certify that the within instrument was received for record on the 14 day of Dec., 1959, at 3:30 o'clock P.M., and recorded in book 116 on page 160.  
Record of Deeds of said County.

*Witness my hand and seal of  
County affixed.*

Erasmus O. T. O.

~~County Clerk-Recorder.~~

Deputy.

WHEN RECORDED RETURN TO

REGISTERED	✓
INDEXED: DIR.	✓
INDIRECT:	✓
RECORDED:	
COMPARED	
MAILED	

STATE OF OREGON,

County of Multnomah

**SS.**

On this 2nd day of December, 19 50,

before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Nellie B. Cushman

known to me to be the identical individual..... described in and who executed the within instrument and  
acknowledged to me that..... she..... 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.

Albert G. Asbahr

**Notary Public for Oregon.**

My commission expires October 31, 1963