



THIS AGREEMENT, Made the 29th day of July, 1960, between  
CARLIE GILSTRAP, a single woman,

the first party, and JOHN C. POLLARD and ELIZABETH POLLARD, husband and wife,

of the County of Clark 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 following described real estate, situate in the County of Skamania, State of Washington, to-wit:

A tract of land located in the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 5 E.W.M., more particularly described as follows:

Beginning at a point marking the intersection of the channel of the Washougal River with the west boundary line of the said Section 34; thence following the channel of the Washougal River easterly to a point 800 feet east of the west line of the said Section 34, said point being the initial point of the tract hereby described; thence north 435 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence westerly following the center of said private road to a point 655 feet east of the west line of the said Section 34; thence south 230 feet; thence east 45 feet; thence south 205 feet, more or less, to the channel of the Washougal River, said point being 700 feet east of the west line of the said Section 34; thence easterly following the channel of the Washougal River to the initial point; free and clear of encumbrances except:

1. Reservations regarding the use and repair of existing roads and covenants restricting the use of the premises to residential purposes and forbidding the keeping of livestock thereon, as more particularly set forth in deed dated August 15, 1941 and recorded April 15, 1942 at page 52 of Book 29 of Deeds, Records of Skamania County, Washington, and in deed dated December 7, 1942 and recorded February 27, 1943 at page 382 of Book 29 of Deeds, Records of Skamania County, Washington.
2. The effect, if any, of an agreement dated July 30, 1948, relating to the use of water from an un-named spring tributary to the Washougal River recorded March 12, 1949 at page 535 of Book 3 of Agreements & Leases, Records of Skamania County, Washington.
3. Easements and rights of way for existing roads over and across the premises.

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is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid xxx

Emp. ~~at the time and in the manner~~ as follows: \$1900.00 on August 22, 1960, and  
Emp. the balance of \$4,000.00 in monthly installments of not less than \$75.00  
Emp. the first of which will be due on September 22, 1960. The unpaid balance  
as of August 22, 1960, will bear interest at the rate of 6 per cent per  
Emp. annum and the installments are inclusive of interest. 200 200 200



Amount Paid 7560

By \_\_\_\_\_

And the second party, in consideration of the premises, hereby agrees that they will pay all

of the taxes which become due and payable for the current tax year, and all taxes hereafter levied against said property, and public and municipal liens, 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 in an amount not less than Six Thousand 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 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. **No live trees shall be felled on the premises without the prior**

In case the second party ~~their~~ legal representatives or assigns, 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 give unto the second party, ~~their~~ heirs

or assigns, upon request at 405 N. Russet Street, Portland, Oregon and upon the surrender of this agreement, an Abstract or Title Insurance Policy showing marketable title continued as to the date of the surrender of this agreement and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of Incumbrances, excepting, however, the above mentioned taxes and assessments and all exceptions contained in the foregoing description and all liens and Incumbrances created by the second party, or their 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 right to declare this agreement null and void or foreclose by strict foreclosure in equity, and in either 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 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 her 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.

Carter Gilstrap (SEAL)  
 for C. K. ... (SEAL)  
 Elizabeth M. Yellow (SEAL)  
 (SEAL)