

THIS CONTRACT, made this 3rd day of July, 1962 by and between WRAY O'NEAL and EVELYN O'NEAL, husband and wife, hereinafter called the "seller" and ETHEL E. STRONG, hereinafter called the "purchaser",

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances situate in Skamania County, Washington:

Beginning at the southwest corner of Lot 9 of Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington; and running thence westerly along the north line of State Highway No. 8, a distance of 219 feet to the point of beginning of the tract herein described; thence westerly along the north line of said highway a distance of 43 feet; thence at a right angle northerly a distance of 64 feet; thence easterly and parallel with the north line of said highway 43 feet; thence southerly at a right angle 64 feet more or less to the point of beginning.



No. 10  
**TRANSACTION EXCISE TAX**

JUL 10 1962

Amount Paid \$35.00  
Michael O'Connell  
Skamania County Treasurer  
By Burrey J. Hilling  
Dep.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of THREE THOUSAND FIVE HUNDRED and No/100 (\$3,500.00) DOLLARS, of which the sum of FIVE HUNDRED and No/100 (\$500.00) DOLLARS has been paid down by purchaser unto the seller, the receipt of which is hereby acknowledged; the balance, to wit, the sum of THREE THOUSAND and No/100 (\$3,000.00) DOLLARS shall be payable at the rate of \$50.00 per month, including interest at the rate of five per cent (5%) per annum on all deferred balances. First monthly payment shall become payable one month from date of this contract and continue each and every month thereafter on said date until the entire balance of principal and interest has been paid in full.

It is agreed that the purchaser shall procure at their expense a policy of fire insurance in the sum of not less than \$3,500.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

The purchaser agrees to pay before delinquency all taxes and assessments that as may between purchaser and seller hereafter become a lien on said premises.

This contract shall not be assignable by the purchaser without the consent of the seller in writing and attached hereto.

The purchaser shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

The seller agrees that on full payment of said purchase price in the manner herein<sup>2</sup> before specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed of said described premises.

The seller herein agrees to provide title insurance prior to the last payment of the contract entered into, showing the premises to be free and clear of all encumbrances or defects of title.

Time is of the essence of this contract and in the event that the purchaser shall fail to make any payment or to perform any condition under this contract, the seller may serve notice of forfeiture by delivering said notice to the purchaser or by mailing same by registered mail to his last known address or the address below given. In the further event that the purchaser shall fail to make payment of any sums due hereunder, together with attorney's fee for the preparation of said notice and the expense of serving the same within 30 days from delivery of such notice, then and in those events said notice shall become absolute and this contract shall become null and void, and the purchaser shall immediately and peacefully surrender possession of all property described herein, and all rights of the purchaser under this contract and to the property described therein shall immediately cease and determine and the title to said property shall revert to and revest in the seller without further action on the part of the seller and without any right of the purchaser to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture <sup>as</sup> and the liquidated damages to the seller.

The purchaser agrees that full inspection of the described premises has been made and that neither the seller or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the purchasers shall fail to make any payment hereinbefore provided by the purchasers to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from the date of payment until repaid at the rate of six per cent (6%) per annum shall be repayable by the purchaser on demand without prejudice to any other right the seller might have by reason of such default.

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party thereof.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals  
this day and year first above written.

Wray Neal

Evangelina O'Neal  
Seller

**Seller**

Ethel E. Strong  
Purchaser

Purchaser

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me WRAY O'NEAL and EVELYN O'NEAL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of July, 1962.

Notary Public in and for the State of  
Washington, residing at Stevenson

Notary Public in and for the State of  
Washington, residing at Stevenson

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me ETHEL E. STRONG, 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 3rd day of July, 1962.

Notary Public in and for the State of  
Washington, residing at Stevenson

Notary Public in and for the State of  
Washington, residing at Stevenson

Address of Ethel E. Strong:

Box 206 Stevenson Wash.

BOOK 50 PAGE 78

Wray O'Neal et al  
to

Ethel E. Strong

STATE OF WASHINGTON  
COUNTY OF SKAMMIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY

Evelyn O'Neal

OF Stevenson - Wash

AT 1:38 P.M. July 10, 1963

WAS RECORDED IN BOOK 50

OF Deeds AT PAGE 75

RECORDS OF SKAMMIA COUNTY, WASH.

Evelyn O'Neal

COUNTY AUDITOR

BY J. Simmons

DEPUTY

REGISTERED	S
INDEXED: DR.	S
INDIRECT:	
RECORDED:	
COMPARED	
MAILED	