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THIS CONTRACT, Made the 15th day of October, 1963, between RAY F. PARKER and GLADYS B. PARKER, husband and wife, of the County of Multnomah and State of Oregon, hereinafter called the first party, and GERALD O. ERICKSON and LOUISE C. ERICKSON, husband and wife, of the County of Multnomah and State of Oregon, 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:

Beginning at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 32, Township 2 North, Range 5 East of the Willamette Meridian; thence West on the center line of said Section, 1,870 feet; thence North 350 feet to the center line of the LaBarre Road; thence following the center line of said LaBarre Road in a northeasterly direction to the East line of said Northeast Quarter of said Section; thence following said East line Southerly to the point of beginning, containing 48.6 acres, more or less;

for the sum of Forty-Six Hundred Twenty-Five and no/100 - Dollars (\$4,625.00) on account of which         Dollars (\$        ) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of six per cent per annum from date hereof         , 19        , on the dates and in amounts as follows:

NOT LESS THAN Fifty dollars (\$50.00) per month, including interest at the rate of six per cent per annum on deferred balances; the first payment to be made November 15, 1963, and a like payment, including interest on the corresponding day of each month thereafter until said purchase price and interest have been paid in full;

No. 4139  
TRANSACTION EXCISE TAX

OCT 17 1963

Amount Paid \$46.25

Mrs. Fred J. Donnell  
Skamania County Treasurer

By Beverly J. Lallig, Sec.

It is agreed that the Lessors are reserving and are to have water rights to a spring to be selected by Lessors from existing springs on said premises.

Lessees agree not to remove any timber from said property during the period of this lease without the consent of Lessors.  
N.F.P. Contract L.C.E.  
408.

Taxes for the current tax year shall be prorated between the parties hereto 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 hereafter 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 ~~the balance of the purchase price~~ none 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 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.

The first party agrees that at his expense and within          days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his 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 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 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 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 construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.

Ray F. Parker (SEAL)  
Gladys B. Parker (SEAL)  
Gerald O. Erickson (SEAL)  
Louise C. Erickson (SEAL)

