

33-215

THIS AGREEMENT, Made and entered into this 4th day of September, 1964, by and between GEORGE H. WEBER and ADELINE E. WEBER, husband and wife, hereinafter referred to as "Sellers," and STELLA McGUIRE, a single woman, and ALGEAN McLAUREN, a single woman, hereinafter referred to as "Buyers";

W I T N E S S E T H :

That in consideration of the stipulations and agreements herein contained, and the payments of money to be made as hereinafter stipulated, Sellers do hereby agree to sell unto the Buyers and the Buyers do hereby agree to purchase all of the following described real property, situate in the County of Skamania and State of Washington, to-wit:

The South five-eighths (5/8ths) of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 30, Township 2 North, Range 5 E., W. M., in the County of Skamania and State of Washington.

TOGETHER WITH the water rights described and set forth in the Certificate of Water Rights recorded in Book 1, page 92, of the records of Water Rights Certificates for Skamania County.

for the total consideration of Eight Thousand (\$8,000.00) Dollars.

And the Buyers, in consideration of the premises, hereby agree to pay to Sellers in lawful money of the United States of America, the total purchase price of Eight Thousand (\$8,000.00) Dollars, together with interest upon the unpaid principal balance of said purchase price at the rate of Seven (7%) percent per annum, in the following manner, to-wit: the sum of not less than Fifty-Seven and 50/100 (\$57.50) Dollars per month, including interest upon the unpaid principal balance at the rate of seven (7%) percent per annum; the first payment to become due and payable on the 10th day of September, 1964, and not less than a like payment on the 10th day of each successive month thereafter to and including the 10th day of August, 1965, and thereafter and commencing with the 10th day of September, 1965, said monthly payments shall be and become payable in the sum of not less than Eighty (\$80.00) Dollars per month, including interest upon the unpaid principal balance at the rate of seven (7%) percent per annum, and not less than a like sum on the 10th day of each successive month thereafter until said purchase price and interest thereon shall have in that manner been fully paid. Provided, if the annual real property taxes assessed against said real property for any tax fiscal year subsequent to 1964 exceeds the sum of \$46.14, the monthly installments to be paid by Buyers hereunder shall be increased in an amount equal to one-twelfth (1/12th) of such annual increase, commencing with the monthly installment next due hereunder following written notice from Sellers to Buyers of such increase of taxes. The principal balance due and owing on this contract shall bear interest commencing with the 4th day of September, 1964.

It is understood and agreed that as of the 4th day of September, 1964, the parties have adjusted all taxes and fire insurance premiums between them, and that from and after said date all such fire insurance premiums and taxes regularly assessed against said property shall be paid by the Sellers when and as the same become due, and the amounts so paid shall forthwith be

added to the principal balance then due and owing hereunder and shall be and become a part thereof and bear interest at the same rate per annum as hereinabove provided. Sellers shall keep the premises insured against loss by fire, including extended coverage, in an amount not less than the principal balance due and owing at any time hereunder, in an insurance company or companies approved by the Sellers, with standard forms of endorsements protecting both the Buyers' and the Sellers' interest in the premises, and will cause satisfactory evidence of the existence of such policies of insurance, together with renewals thereof, to be delivered to the Buyers. All other liens and assessments that shall hereafter come against said property shall be paid by the Buyers when and as they become due and before delinquency.

In the event that Sellers neglect to pay said taxes or said fire insurance premiums when the same become due, then the Buyers shall have the right to pay the same but no credit therefor shall be allowed against the principal balance due hereunder. For any amounts so paid for such purposes, Buyers shall have a credit against the monthly installments thereafter to become due and payable hereunder, and until said credit has been fully applied in that manner, no monthly installments shall be required from Buyers.

Sellers agree to furnish forthwith to Buyers a Purchaser's Title Insurance Policy insuring the Buyers against loss or damage not exceeding Eight Thousand (\$8,000.00) Dollars, which the Buyers may sustain by reason of any defect in or unmarketability of title of Sellers to all the estate or interest in the above-described real property at the date of this contract, subject only to restrictions, easements, and zoning ordinances now of record or hereafter to be placed of record and to the printed exceptions usually contained in title insurance policies. It is agreed by and between the parties hereto that upon the delivery to the Buyers of said Purchaser's Title Insurance Policy that no further evidence of title to said real property shall be required from Sellers.

No major alterations or additions to the premises hereby being sold shall be made without the written consent of Sellers first having been obtained. Buyers do hereby and herewith agree to keep and maintain the improvements upon the aforescribed real property in a good state of repair and will not commit any strip or waste therein, and do further agree to pay any and all charges for labor and materials used in the repair or renovation of same, and to keep the title to said real property free and clear of any and all liens that might be charged upon said real property with relation thereto; further, Buyers do agree to indemnify and hold Sellers harmless from and against any and all such liens that might be charged upon said real property, and to reimburse Sellers for all costs and attorney's fees which Sellers may incur in defending against such charges or liens.

Buyers agree that full inspection of the said described premises has been made, and that neither the Sellers nor their assigns shall be held to any covenant respecting the condition of any improvements on said premises, nor to any agreement for alterations or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract; and, Buyers agree to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and to the taking of said premises or any part thereof for public use.

Sellers warrant that they have not received any written notification

from any governmental agency requiring any repairs, replacements, or alterations to said premises which have not been satisfactorily made.

In case the Buyers, their legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times specified, and shall strictly and literally perform the agreements therein contained for them to perform, according to the true intent and tenor hereof, then and thereupon the Sellers will make unto the Buyers, their legal heirs and assigns, upon request and the surrender of this contract, a good and sufficient deed conveying said real property in fee simple, with the ordinary and usual covenants of warranty, excepting therefrom all restrictions and easements contained in the aforescribed title insurance policy and any taxes, city liens or other charges which the Buyers have suffered or allowed to become a lien on said real property from and after the date hereof.

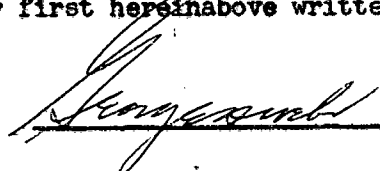
But in the case the Buyers shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the Seller 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 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 Buyers derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in the Sellers without any declaration of forfeiture or act of re-entry, or without any other act by Sellers to be performed and without any right of the Buyers to reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made. In case of suit or action or proceeding brought to enforce any of the provisions hereof, in addition to any other judgment or relief, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees to be allowed in said suit or action or proceeding.

It is further understood and agreed that Buyers shall have possession of the aforescribed real property from and after the date of this contract, and shall be entitled to retain possession thereof so long as Buyers are not in default in carrying out the terms and provisions hereof.

It is especially understood and agreed that the covenants and agreements herein contained shall run to and bind the heirs, executors, administrators, and assigns of all the parties hereto.

Any waiver of any breach of covenants herein contained to be kept and performed by the Buyers shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Sellers from declaring a foreclosure for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate the day and year first hereinabove written.



Adeline E. Weber

SELLERS

No. 1177

TRANSACTION EXCISE TAX

SEP 10 1964

Amount Paid \$0.00

STATE OF OREGON

By Michael O. O'Connell

Stallman County Treasurer

By SS.

County of Multnomah

Stella McGuire
Algean R. McLauren
BUYERS

BE IT REMEMBERED, that on this 4th day of September, 1964, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named GEORGE H. WEBER and ADELINE E. WEBER, husband and wife, and STELLA McGUIRE, a single woman, and ALGEAN McLAUREN, a single woman, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.

[Signature]

Notary Public for Oregon

My Commission Expires:

8-16-66

