

# LAND CONTRACT

THIS AGREEMENT, Made this 11<sup>th</sup> day of July A. D. 19 50  
between WALTER A. WILCOX, a single man, never married, hereinafter termed the Seller,  
and ELVA M. SOOTER, a widow, hereinafter termed the Purchaser.

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the purchaser and the purchaser hereby agrees to buy from the seller the following described real property, situate

NW $\frac{1}{4}$ , - NE $\frac{1}{4}$ ; less beginning at a point 218 feet east of NW corner of NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 22, thence continuing East 462 feet; thence South 220 feet; thence West 264 feet; thence Westerly 198 feet to a point which is 200 feet South of the point of beginning; thence North 200 feet to point of beginning.

Also: The N $\frac{1}{2}$  of NE $\frac{1}{4}$ , - NE $\frac{1}{4}$  and N $\frac{1}{2}$  N $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  all in Section 22, Township 3 North, Range 10 East, W. M.

68190	Walter A. Wilcox	Elva M. Sooter	TO	RECEIVED IN BOOK	57	46	RECORDED	INDEXED	REGISTERED	COMPARED
	W. A. Wilcox	E. M. Sooter		RECORDED IN BOOK	57	46	RECORDED	INDEXED	REGISTERED	COMPARED
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for the sum of SIX THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars  
of which the purchaser has paid the sum of TWELVE HUNDRED AND 64/100 - - - - - Dollars  
receipt of which is hereby acknowledged and the purchaser agrees to pay the remainder of the principal (with interest thereon from this date  
at the rate of five % per annum payable see terms below ) as follows, to-wit:

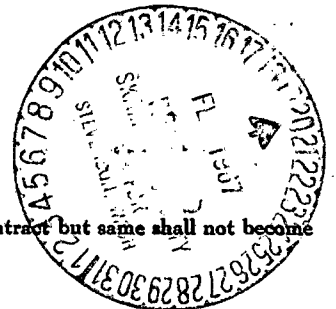
The balance, to-wit, the sum of Five Thousand Two Hundred and Ninety Nine and 36/100 Dollars (\$5299.36) shall be paid as follows:

In installments of \$147.21 plus interest on the deferred balances, at the rate of 5% per annum, said installments to commence on the 1st day of May, 1953, and a like payment on the 1st day of November, 1953, and a like payment on the 1st day of May and the 1st day of November of each year thereafter until the entire balance of principal and interest has been paid; Provided that interest on the balance shall be paid on the 1st day of May, 1951 and the 1st day of May, 1952, prior to commencement of principal payments as above provided.

IT IS UNDERSTOOD and agreed that the purchaser may pay the whole or any part of the unpaid balance at any time without penalty.

IT IS FURTHER UNDERSTOOD and agreed that purchaser may upon written consent of the Vendor, sell any part or all of the premises above described; PROVIDED that in the event less than all of the property above described is sold, Vendor shall receive a sum equal to \$100.00 per acre for such tract or tracts, paid by Purchaser, to be credited hereon, and that if all property is sold, purchaser shall pay to the Vendor a sum equal to the balance due hereunder together with interest to date of such payment.

The seller will furnish an abstract of title, or at his option, title insurance, certified to date of this contract but same shall not become the property of the purchaser until this contract has been fully paid and its terms fully performed.



The purchaser shall be entitled to immediate possession of said premises. The said purchaser agrees to the following terms and conditions, to-wit: To make the payments above agreed to, promptly, in the manner and on the dates above named; to keep the buildings on the premises

constantly insured in companies selected by the seller against loss or damage by fire in a sum of not less than the highest insurable value

~~With~~ with loss payable to mortgagee, if any, seller and purchaser as their respective interests may appear, ALL policies on the buildings to be delivered to the seller; to take the property covered hereby in the condition and as it stands at the date of this contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same now are; to permit the seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or which may have been assumed by the purchaser in this contract and agrees not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or incumbrances whatsoever having or taking precedence over the rights of the seller in and to said property; to make no alterations on nor remove any of the buildings or other improvements nor injure or destroy any shade trees on the premises without the written consent of the seller nor permit any waste, destruction or damage on the premises.

Should the purchaser fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the purchaser to the seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum payable semi-annually.

The seller agrees that when the purchaser shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the seller to or for the benefit of the purchaser or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract on his part to be kept and performed and on the surrender of the purchaser's copy of this contract, to make, execute and deliver to the purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all incumbrances whatsoever except any mortgage or other incumbrance which the purchaser has in this contract or at any subsequent date, specifically agreed to assume and pay, it being understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the seller and shall not include any taxes or assessments becoming a lien after the date of this contract.

Time is of the essence of this contract and if the purchaser shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the purchaser to be performed, then the seller shall have the right to declare this contract null and void; and if the purchaser shall fail to make good

such default within 30 days after the seller shall have served a written Notice of Declaration of Forfeiture by delivering said notice to the purchaser or mailing same by registered mail to said purchaser at his last known address or to the address given on this contract, at the seller's option, then and in that event all of the rights of the purchaser in and to the property described herein and all rights under this contract, shall immediately and utterly cease and determine and the property described herein shall revert to and reversion 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 and as the liquidated damages to the seller for the purchaser's failure to complete this contract.

It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the seller, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.

This agreement shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in duplicate the day and year first above written.

Elva M. Sooter

Purchaser.

Walter A. Wilcox

Seller.

Address.....

Seller.

Purchaser.

F. J. Water Ore

Address.....

STATE OF Washington

COUNTY OF Klickitat

ss.

PERSONAL ACKNOWLEDGEMENT

This is to certify that on this day personally appeared before me Elva M. Sooter

to me known to be

the individual..... described in and who executed the within and foregoing instrument, and acknowledged that s/he..... 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.....

11th

day of

July

A D. 19 50

Notary Public in and for the State of Washington

residing at White Salmon, therein

STATE OF.....

COUNTY OF.....

ss.

CORPORATION ACKNOWLEDGEMENT

This is to certify that on this..... day of....., 19....., personally appeared before me

and

to me known to be the....., and

respectively of

the corporation that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the same and that the seal affixed is the corporate seal of the said corporation.

Given under my hand and official seal on the date above stated.

Notary Public in and for the State of.....

residing at.....

My commission expires on the..... day of....., 19.....