

## SALE AGREEMENT

THIS AGREEMENT made and entered into this 12 day of February, 19 59

by and between R. J. HILTON, a widower

and HUSTON K. DILLON and LAURETTA B. DILLON, husband and wife,

as vendors,

WITNESSETH:

as purchasers,

That the vendors agree to sell to the purchaser and the purchaser agrees to purchase of the vendors upon the terms and conditions hereinafter set forth, the following described real estate situate in ~~Spokane~~ Skamania County, State of Washington, to-wit:

The South Half of the Northwest Quarter of Section 23, Township 3 North, Range 8, E.W.M.; excepting public roads and rights of way on, over and across the said real property.

Also, covering all easements, water rights, and appurtenances thereunto belonging or in any wise appertaining, including surface water permit #7963, for the State of Washington.

The purchase price of the above described property which the purchasers agree to pay to the vendor is \$6,000.00 of which the sum of \$250.00 has been paid, receipt whereof is hereby acknowledged, and the balance of \$5,750.00 shall be paid as follows:

\$50.00 or more on or before the 12th day of March, 1959, and \$50.00 or more on or before the 12th day of each and every month thereafter until the entire sum with interest on all unpaid balances at the rate of 4% per annum from February 12, 1959 shall have been paid. Said payments shall include interest.

The fire insurance premium shall be pro-rated between the parties hereto as of February 12, 1959.

The purchasers agree to keep the premises continuously insured for not less than \$2,000.00 through the Insurance Department of the Washington Trust Bank of Spokane, Washington, in a standard fire insurance company, with loss, if any, payable to the parties in interest as their interests may appear, and to pay the premiums on all such insurance before delinquency.



The purchaser agrees to keep the premises in good repair and to pay all taxes and assessments hereafter becoming a lien on said property before the same shall become delinquent and to keep the buildings on said premises continuously insured for not less than \$2,000.00 in a standard fire insurance company, with loss, if any, payable to the parties in interest as their interests may appear, and to pay the premiums on all such insurance before delinquency.



The purchaser shall have possession of said property February 12, 1959 and shall continue in such possession so long as the terms of this agreement are fully complied with.

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In case any action shall be brought by the vendors to enforce any of the terms of this contract, or to forfeit the same, the purchaser shall pay, in addition to the costs and disbursements provided by law, a reasonable sum for attorney's fees in said suit or action.

In case the purchaser shall be delinquent in his payment and the vendor shall give a notice of forfeiture as provided herein, the purchaser shall pay a reasonable sum for the preparation and service of the said notice not to exceed \$25.00 for each notice, and the same shall be paid in cash to the vendors or their attorneys.

Should the purchaser fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendors, at their option, may declare such forfeiture by written notice to the purchaser, and at the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchaser shall forfeit to the vendors as liquidated damages all payments made hereunder, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the vendors for that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein. Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by certified mail addressed to the vendors at Cooper-George Apts., Spokane, Wn.

and to the purchaser at

provided that either party may change his place of address by notice to the other party given as herein provided. The mailing and certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof. Service shall be complete when such notice is certified in the United States post office.

After a Notice of Forfeiture has been given in the manner above provided, and after the thirty-day period has expired, in the event the purchasers shall not have vacated the premises, they shall be deemed tenants at sufferance, and shall be subject to all of the provisions of the unlawful detainer statute and laws of the State of Washington, and may be dispossessed in the manner provided under said law. This shall be cumulative and shall not bar any other remedy which the vendors shall have.

The purchaser hereunder assumes all risk of loss or damage to the property covered hereby from any cause and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

The vendors agree to furnish Title Insurance Policy

certified to the date hereof, showing title in vendors free from incumbrance, except

; it being understood, however, that for the purpose of this instrument, the following shall not be considered as incumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United States of America, the State in which the property is located, the Northern Pacific Railroad Company or the Northern Pacific Railway Company; building restrictions common to the platted tract in which the property is situate; easements for private driveways in city limits or public roads actually in use as such; easements for telephone, sewer, gas, water or electric service; contracts common to the tract in which the property is situate with reference to supplying water and electricity to the premises and the operation of irrigation and electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and incumbrances, except

It is agreed that said deed, together with a copy of this agreement, shall be placed in escrow with the Washington Trust Bank, Spokane, Washington, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendor's receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Time is of the essence of this agreement.

*Gerwin McFarland*

WITNESS

*R.S. Hilton*

Vendors

*Hydrex R. Dillon*  
*Lauretta B. Dillon*

Purchasers

I certify that this is a true copy of the original agreement.

*Charles A. Lewis*

Subscribed to and sworn before me this 21 day of June, 1962.

*Dorothy Varner*

Notary Public in and for the State of Oregon, residing in Multnomah County.

My commission expires 2-14-66.

STATE OF *Oregon* ) ss.  
COUNTY OF *Multnomah*

On *June 21, 1962*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared *Gerwin McFarland*, personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That he resides in *Multnomah County*, and that he was present and saw *R.S. Hilton and Hydrex R. Dillon and Lauretta B. Dillon*, personally known to him to be the same persons described in and whose names are subscribed to the within and annexed Instrument as Part *ies* thereto, execute and deliver the same, and they acknowledged to said affiant that they executed the same; and that said affiant subscribed his name thereto as a Witness.

WITNESS my hand and official seal.

(Seal

*Dorothy Varner Multnomah, Oregon*  
Notary Public in and for said County and State