

DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

JOHNSON-COX COMPANY, PRINTERS, TACOMA, 25814

#43650
C.D.C.(SEAL OF DISTRICT)
COURT

FILED FOR RECORD MAY 9, 1927 AT 8:55 O'CLOCK A. M. BY RAYMOND C. SLY

R C Chesser
COUNTY AUDITOR

BY

DEPUTY

WIND RIVER LBR. COMPANY To M. T. BORDEN

CONTRACT FOR SALE OF REAL PROPERTY

14052

THIS MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO AT PORTLAND, OREGON, THIS 23 DAY OF FEBRUARY, 1926, BY AND BETWEEN THE WIND RIVER LUMBER COMPANY, A CORPORATION, HEREINAFTER REFERRED TO AS THE "SELLER", AND M. T. BORDEN, OF 448 RODNEY AVENUE, PORTLAND, OREGON, HEREINAFTER REFERRED TO AS THE "BUYER", WITNESSETH:

THAT THE "SELLER" HEREBY AGREES TO SELL TO THE "BUYER", AND THE "BUYER" AGREES TO PURCHASE FROM THE "SELLER", SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SKAMANIA COUNTY, WASHINGTON:

LOTS 4 AND 5 OF SECTION 6, T. 3 N. R. 8 E.; ALSO NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ONE (1), TOWNSHIP THREE (3), NORTH RANGE 7½ EAST OF THE WILLAMETTE MERIDIAN.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

105 (1) THE "BUYER" AGREES TO PAY AS PURCHASE PRICE FOR SAID PROPERTY THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS. OF THIS AMOUNT TWENTY (\$20.00) DOLLARS SHALL BE PAID UPON THE EXECUTION OF THIS AGREEMENT, AND FIFTEEN (\$15.00) DOLLARS MONTHLY FOR THE FIRST SIX MONTHS THEREAFTER, AND TWENTY (\$20.00) DOLLARS PER MONTH THEREAFTER UNTIL THE FULL AMOUNT HAS BEEN PAID, TOGETHER WITH INTEREST AT THE RATE OF 7%, PAYABLE SEMI-ANNUALLY. THE "BUYER" SHALL HAVE THE RIGHT TO MAKE LARGER PAYMENTS THAN THE INSTALLMENTS ABOVE PROVIDED, FOR OR TO ANTICIPATE THE PAYMENT OF ANY INSTALLMENT, EITHER IN FULL OR IN PART.

(2) THE "BUYER" COVENANTS AND AGREES TO PAY ALL TAXES THAT MAY BE LEVIED OR ASSESSED AGAINST SAID PROPERTY AFTER THE DATE OF THIS INSTRUMENT, AND TO KEEP SAID PROPERTY FREE AND CLEAR OF LIENS OF ANY KIND OR CHARACTER WHICH MIGHT TAKE PRECEDENCE OVER THE RIGHTS OF THE "SELLER" HEREUNDER.

(3) UPON FULL PAYMENT BY THE "BUYER" OF THE ABOVE PURCHASE PRICE, BOTH PRINCIPAL AND INTEREST, AND UPON THE FULL PERFORMANCE BY THE "BUYER" OF ALL OTHER OBLIGATIONS HEREUNDER, THE "SELLER" WILL CONVEY SAID PREMISES TO THE "BUYER" BY WARRANTY DEED, WARRANTING SAID PREMISES TO BE FREE AND CLEAR OF ALL LIENS AS OF THE DATE OF THIS INSTRUMENT, EXCEPT THOSE ASSUMED BY THE "BUYER" HEREUNDER, AND THE "SELLER" WILL FURNISH ABSTRACT OF TITLE TO THE "BUYER" SHOWING THE TITLE TO SAID PROPERTY TO BE AS WARRANTED.

(4) IN THE EVENT THAT THE "BUYER" FAILS TO PAY TAXES OR ANY OTHER CHARGES PAYABLE BY HIM HEREUNDER, THE TAXES OR OTHER AMOUNT MAY BE PAID BY THE "SELLER", AND ANY AMOUNTS SO PAID BY THE "SELLER", TOGETHER WITH INTEREST AT THE RATE OF 8% PER ANNUM SHALL BE ADDED TO AND BECOME PART OF THE PURCHASE PRICE TO BE PAID BY THE "BUYER" HEREUNDER.

(5) TIME IS OF THE ESSENCE OF THIS AGREEMENT, AND IN THE EVENT THAT THE "BUYER" FAILS TO PAY ANY INSTALLMENT OF PRINCIPAL OR INTEREST PROMPTLY AS IT BECOMES DUE AND PAYABLE, OR, IN THE EVENT THAT THE "BUYER" FAILS TO PERFORM ANY OTHER TERM, COVENANT OR CONDITION HEREOF, THEN THE "SELLER" MAY ELECT TO DECLARE THIS CONTRACT IN DEFAULT, AND