

The Stormon Land Co. to F. E. Dwyer

This Agreement Made this 15th day of March A.D. one Thousand Eight Hundred and Ninety Seven between the Stormon Land Company of the County of Skamania State of Washington party of the first part, and F. E. Dwyer of same County and State party of the second part, witnesseth: that in Consideration of stipulations herein contained and the payments to be made, as hereinafter specified the party of the first part hereby agrees to sell unto the party of the second part, the following described Real Property, situated in the County of Skamania State of Wash and more particularly known and described as Lots Nos 29th & 30 in Block No 4 as shown upon the plat of The Town of Stormon as recorded in the office of the Recorder of said County of Skamania State of Wash for the sum of Twenty five Dollars on which said party of the second part has paid the sum of One Dollar, and the said party of the second part, in Consideration of the premises hereby agrees that he will regularly and seasonably pay all taxes and assessments which may hereafter be lawfully imposed on said premises. to pay to the said party of the first part at Stormon Washington the remaining principal with interest at the rate of 10 per cent per annum at the time and in the manner following:

All payments to be made on or before January 1898. and the party of the second part in Consideration of the premises hereby agrees that he will regularly and seasonably pay all taxes and assessments which may hereafter be lawfully imposed on said premises

All improvements placed thereon shall remain and shall not be removed before final payment be made for above described premises. In case the said party of the second part his legal representatives or assigns shall pay the several sums of money aforesaid punctually and at the several times above specified and shall strictly and literally perform all and singular the covenants and stipulations aforesaid, according to the true intent and tenor thereof, then the said party of the first part will make to the said party of the second part his heirs and assigns

upon request and upon the surrender of this agreement a deed conveying said premises in fee simple with the ordinary covenants of Warranty; excepting, however, from the operation and subject matter of said covenants, the before mentioned taxes and assessments and all liens and incumbrances, created or imposed by said party of the second part or his assigns. But in case said party of the second part shall fail to make the payments aforesaid, or any of them, punctually and upon strict terms, and the times above specified, without any failure or default, the time of payment being declared to be the essence of this agreement, then the party of the first part shall have the right to declare this agreement null and void, and in such case all the rights and interest hereby created or then existing in favor of the said party of the second part or derived from this agreement, shall utterly cease and determine, and the aforesaid premises shall revert to and revert in said party of the first part, without any declaration of forfeiture or act of re-entry, or without any other act by said party of the first part to be performed, and without any right of the said party of the second part of reclamation or compensation for money paid on improvements or absolutely fully and perfectly as if this agreement had never been made.

And Both Further Agreed, That no agreement or condition or relation between the party of the second part and his assigns or any other person acquiring title, or interest from or through him shall preclude the party of the first part from the right to convey the premises to said party of the second part or his assigns, on surrender of this agreement, and the payment of the unpaid portion of the purchase money which may be due to the party of the first part.

In witness whereof, the said parties of the first and second part have signed and delivered this agreement in duplicate the day and year first above written

Witness
John H. Gander
A. E. G. Skar.

The Shermann Land Company
C. G. Sherrin President
The Shermann Land Company
By C. H. Morr, Secretary
F. E. Dwyer.

Filed for record March 15th A. D. 1897