

LEARNED TO HAMILTON

THIS AGREEMENT, Made this 9th day of August, 1913, between E.A. Learned and Bertha Learned, husband and wife of Stevenson, Wash. parties of the first part and Maggie E Hamilton party of the second part

WITNESSETH: That in consideration of the stipulation herein contained, and the payments to be made as hereinafter specified, the parties of the first part agree to sell unto the party of the second part, and the party of the second part agrees to purchase from, the parties of the first part the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows: to-wit:

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24 Township Three (3) North, Range 7 East Wil. Mer. Containing 40 acres more or less. for the sum of Eight Hundred Dollars on which the said party of the second part has paid the sum of Twenty Dollars, the receipt whereof is herety acknowledged.

And the said party of the second part, in consideration of the premises, hereby agrees to pay the said parties of the first part, at Stevenson, Wash. the remaining principal, with interest at the rate of 7 per cent, per annum, at the times and in the manner following:

In monthly payments of \$12.50 on or before the 18th day of each and every month until paid in full, it is agreed between the parties of the first and second part that after one third of the purchase price has been paid to the parties of the first part that securities such as contracts, notes &c mutually satisfactory together with note for unpaid balance may at the option of the second party be given to the first parties who shall issue to said second parties a warranty deed to the above described tract of land.

And the said party of the second part, in consideration of the premises, hereby agrees that she will regularly and seasonably pay all taxes and assessments which may be here-
lawfully
after imposed on said premises.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made for said above described premises as above agreed.

In case the party of the second part her 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 agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the said parties of the first part will make unto the said party of the second part, her heirs or assigns, upon request at a deed conveying said premises in fee simple, with the usual 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 second party or her assigns.

But in case the said party of the second part shall fail to make the payments aforesaid punctually and upon the strict terms, and at the times above specified, without any failure or default, for more than 60 days the times of payment being declared to be the essence of this agreement, then the parties of the first part shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or existing in favor of the said party of the second part, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revert in the said parties of the first part, without any declaration of forfeiture, or act of re-

entry or without any other act by said parties 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 or improvements made, as absolutely, fully and perfectly as if this agreement had never been made. And no agreement or condition or relations between the party of the second part and her assignee, or any other person acquiring title or interest from or through her shall preclude the parties of the first part from the right to convey the premises to the said party of the or her assigns, on the payment of the unpaid portion of the purchase money which may be due to the parties of the first part.

IN WITNESS WHEREOF, the said parties of the first and second parts have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses:

S.M. Eddings

E.A. Learned
Bertha Learned
Maggie E. Hamilton
E.C. Hamilton

Filed for record by S.M. Eddings on Jan. 16, 1914 at 10:00 A.M.

H. Swisher,
Co. Auditor.

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WITNESSETH: That in consideration of the stipulation herein contained, and the payments to be made as hereinafter specified, the parties of the first part agree to sell unto the party of the second part, and the party of the second part agrees to purchase from the party of the first part the following described real property situated in the County of Skamania State of Washington, and more particularly known and described as follows, to-wit:

A tract of land beginning at the N.E. cor. of the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 24 Tp. 3 N.R 7 E.W.M. thence West 60 rods to Beck's N.E. corner, thence following said Beck's east line south 40 rods to P. Flynn's place, thence east 60 rods, thence North 40 rods to place of beginning, containing 15 acres more or less, for the sum of Three hundred Dollars, on which the said party of the second part has paid the sum of Twenty Dollars, the receipt whereof is hereby acknowledged.

And the said party of the second part, in consideration of the premises, hereby agrees to pay the said parties of the first part, at Stevenson, Wash. the remaining principal, with interest at the rate of 7 per cent, per annum, at the times and in the manner following:

In monthly payments of Seven Dollars on or before the 15th day of each and every month until paid in full, it is however agreed between the parties of the first and second part that after one third of the purchase price has been paid that securities such as contracts, notes &c. mutually satisfactory to both parties to be held as security for the balance of the purchase price together with an iron-clad note for the unpaid balance of purchase price shall at the option of the second party be given to first parties for a warranty deed to be executed by the first parties to said second parties for above described tract.