

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDER, S. P. O. CO., 155234

Beginning at the Southwest corner of Lot 9 of the Normandy tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Wash. and running thence westerly along the north line of State Highway No. 8 a distance of 310 feet to the point of beginning of the tract herein described; thence westerly along the said north line of said highway a distance of thirty-five feet; thence at a right angle northerly a distance of sixty-four feet; thence easterly and parallel with the north line of said highway thirty-five feet; thence southerly to the point of commencement a distance of sixty-four feet; more or less, being in Skamania Co., Wash.

including the buildings and improvements standing and being thereon, for the sum of Four Hundred Seventy Dollars (\$470.00), of which there has been paid thereon before delivery hereof, the sum of One Hundred Dollars (\$100.00), receipt whereof is hereby confessed. The balance of the purchase price shall be payable at the rate of Seventeen and 50/100 Dollars (\$17.50) per month, on the 1st day of each month, commencing December 1, 1938 with interest as hereinafter specified.

The parties of the second part further promise and agree to pay all taxes which shall be hereafter lawfully assessed against the said real property, including the taxes for 1938 (payable 1939) and that they will not commit or knowingly permit waste thereon.

IT IS UNDERSTOOD, That the buildings upon said premises were constructed by one, Keith W. Dainard, under a lease agreement wherein said lessee retained title thereto with the privilege of removal within 90 days after expiration of the term, but that the parties of the first part hold a release of said agreement and a memorandum of escrow permitting the sale of said improvements by the parties of the first part and the parties of the first part upon compliance with the terms of this contract by the parties of the second part will convey and warrant the full and complete title to the said real property, buildings and improvements.

IT IS FURTHER UNDERSTOOD AND AGREED, That a portion of the consideration payable as above specified will be paid by the parties of the first part to the said Keith W. Dainard and wife as a consideration for the release of the above mentioned agreement and conveyance of the improvements and that the amount so payable is the sum of \$225.00 at the rate of \$7.50 per month and that no interest shall be charged to the parties of the second part upon said amount or the unpaid balances thereof. It is further understood and agreed that the purchase price fixed for the land excluding improvements is the sum of \$245.00 and that \$100.00 initial payment has been credited thereon, leaving an unpaid balance of \$145.00. That of the monthly installments there shall be credited each month the sum of \$10.00 as paid and that the unpaid balance on this account shall bear interest at the rate of 5% per annum.

IT IS FURTHER UNDERSTOOD AND AGREED, That some uncertainty exists as to the location of the northerly boundary of State Highway No. 8 in front of the premises above described and that the deed of conveyance given pursuant to this agreement shall contain a quitclaim by the parties of the first part to all their right, title and interest in and to any land which may lie between the southerly boundary of the premises herein described and the northerly boundary of said highway.

IT IS FURTHER UNDERSTOOD AND AGREED, That the parties of the first part will furnish water to the dwelling house upon the plot of land above described for domestic purposes, without charge during the term of this agreement. It is also understood that it is contemplated by the parties of the first part that they will sell other lots in the vicinity of said tract of land and will furnish water to this and said other tracts of land in accordance with the rules and regulations of the Public Service Commission and the laws of the State of Washington. That they will take such steps as necessary to conform with the laws, rules and regulations for the furnishing of water to the property aforesaid and will file with the Public Service Commission, a schedule of rates in which the base rate for such service to each dwelling shall not exceed the sum of One (\$1.00) Dollar per month.