

## DEED RECORD 27

SKAMANIA COUNTY, WASHINGTON

The said base rate to provide for the use of not to exceed 7500 gallons monthly consumption and not to exceed three outlets, and provided further that such base rate shall be subject to amendment in accordance with the laws and regulations provided by the Public Service Commission. When a Public Utility for the sale of water has been formed and is in operation this agreement with respect to the furnishing of water shall be terminated.

In case the parties of the second part shall punctually pay the consideration herein provided and shall keep and perform all the terms and covenants hereof the parties of the first part will make and deliver to the parties of the second part a good and sufficient warranty deed to the tract of land first above described and a quitclaim deed or covenant of quitclaim as to the property lying between the same and the highway, if any, and will furnish a policy of title insurance showing a good marketable title to the land and premises above described in the parties of the second part; but in case the parties of the second part shall fail to make the payments aforesaid or any part thereof at the time the same shall become due and payable or shall fail to keep and perform the covenants hereof, then and in that event the parties of the first part may at their option terminate this agreement and take possession of said premises and evict the parties of the second part or any person or persons holding under them therefrom. In such event all payments made hereon shall be forfeited to the parties of the second part as liquidated damages; provided that in case any suit or other court action is necessary to obtain possession of said premises after default has been made the parties of the first part may recover such sum as the Court may adjudge reasonable, as attorney fee in addition to the statutory attorneys fee and costs.

Time is of the essence of this agreement but acceptance of any installment after the due date shall not be construed as a waiver of this covenant as to any subsequent default.

IN TESTIMONY WHEREOF the parties have executed these presents in duplicate this 17th day of November, 1938.

J. R. Phillips  
Bertha A. Phillips  
Parties of the first Part.

E. L. Jones  
Edith Jones  
Parties of the second part.

STATE OF WASHINGTON )  
                                  ) ss.  
County of Skamania. )

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 18th day of November, 1938, personally appeared before me J. R. Phillips and Bertha A. Phillips, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public for Washington  
residing at Stevenson, therein.

Filed for record November 29, 1938 at 4-50 p.m. by Grantee.

*Mabel J. J. J.* nam  
Skamania County, Clerk-Auditor.