

DEED RECORD 27

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTC CO. 155234

and upon said southwest quarter of the northwest quarter of said Section 34, to the property herein described, it being understood that said second party, his heirs, executors and assigns will assist in maintaining and keeping in good repair the said road.

Deed to be executed upon completion of this contract will be given subject to those certain reservations contained in that certain patent from the United States of America and recorded in the Patent Records of Skamania County, Washington on pages 358 of Book "B", and will also be given subject to a certain easement for a right-of-way given by Maggie Hanlon to W. R. Bowles and J. R. Bowles recorded at page 474, Book "U", Deed Records of Skamania County, Washington, and said deed will also be given subject to a certain right-of-way reserved by Maggie Hanlon in said deed to the first party herein, dated May 26, 1938, and recorded as aforesaid.

Said deed will also be made with the understanding and agreement that said second party, his heirs, executors, and assigns, shall not use the said premises for other than residential purposes and will not at any time use the said property for commercial purposes, and said second party, his heirs, executors and assigns, shall not maintain or keep any livestock, poultry or rabbits upon the said premises.

for the sum of One Hundred Fifty and no/100----- (\$150.00) Dollars on account of which Fifty and no/100----- (\$150.00) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid at Portland, Oregon with interest at the rate of six per cent at the dates and in the amounts as follows:

\$10.00, together with the interest, on June 22, 1939, and \$10.00, together with the interest, on the 22nd day of each and every month thereafter until said sum has been paid in full.

And the second party, in consideration of the premises, hereby agrees that he will regularly and seasonably pay all taxes and assessments made for the year 1939 and which are or may be hereafter lawfully imposed on said premises and that all buildings now erected on said premises will be kept insured against fire in an amount not less than ----- Dollars in a company satisfactory to the first party. Policy in favor of first party as ----- interest may appear.

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

In case the second party his legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party his heirs or assigns, upon request at Portland, Oregon and upon the surrender of this agreement a good and sufficient deed of conveyance conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments for the year 1939 and all liens and incumbrances created by the second party, or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void, and in such case, all the right and interest hereby created or then existing in favor of the second party