

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

(\$475.00) on said purchase price.

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$1,000.00 payable to the seller as his interest may appear.

All improvements now upon said property, or hereafter placed thereon, shall remain and shall not be removed before the final payment is made as above agreed. And the buyer shall not cut or remove or otherwise damage or destroy any standing trees or other part of said property before the said final payment.

In case the buyer, 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 agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the sellers will make unto the buyer, his heirs or assigns, upon request, a deed conveying the three (3) lots first hereinabove described 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 the buyer or his assigns, and convey by quitclaim deed without warranty of any kind such rights and property as the sellers may have in the tract secondly hereinabove described.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the sellers shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the sellers, without any declaration of forfeiture, or act of re-entry, or without any other act by the sellers to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the sellers, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the sellers from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of ^{the} purchase money which may be due to the sellers.

IN WITNESS WHEREOF, The sellers and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Karl J. Drus
Lillian M. Drus
Sellers.
Nina M. Hoskins
Buyer.

STATE OF OREGON)
) ss.
County of Multnomah)

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 1st day of May, 1940, personally appeared before me, Karl J. and Lillian M. Drus, husband and wife; to me known to be the individuals described as sellers and who executed the within