

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

127.

Witnesses:
R. M. Simonsen
M. O. Kelly

By _____ Assistant
Blue Ox Logging Company
By Alex Hay, Purchaser
President
P. O. Address Stevenson, Washington.

Recorded in Vol. 11, page 156, State Records of Timber Sales.

Filed for record August 6, 1940 at 9-15 a.m. by Grantee

Mabel J. Asse
Skamania County Auditor.

#29234

D. D. Compton to Jesse K. Lowe

In consideration of the payments to be made as hereinafter provided D. D. Compton, a bachelor, Vendor, covenants and agrees to convey to Jesse K. Lowe, a bachelor, vendee, the following described real property in Skamania County, Washington, to-wit:

Beginning at a point on the Southerly line of the Evergreen Highway which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22 in Township 2 North of Range 7 East of the Willamette Meridian, and running thence North 81° 00' West along said highway 850 feet; thence North 79° 51' West along said highway 829 feet to a point which is the true point of beginning of the tract herein described; and running thence North 79° 51' West along said highway a distance of 21 feet; thence South 10° 9' West 33.56 feet; thence South 71° 40' East 21.20 feet to a point which is South 10° 9' West from the place of beginning and running thence N. 10° 9' East 36.44 feet to the place of beginning, said tract being designated as the westerly 21 feet of Lots 25, Block 4 of the unrecorded plat of the town of North Bonneville, Skamania County, Washington.

The purchase price is the sum of \$500.00, payable as follows: \$100.00 cash on delivery of this agreement, the balance payable on or before two (2) years after date, interest at the rate of 6% per annum, payable annually.

In case the payments be made as aforesaid the Vendors will convey the said real property to the Vendee by good and sufficient warranty deed, title to be guaranteed by title insurance.

The Vendee agrees to pay said purchase price and all taxes and other assessments against the property hereafter levied and in case of default to surrender and vacate said premises without any action at law being necessary.

In case of default in the payment of principal or interest, or any part thereof, the Vendor may terminate this lease without notice and immediately take possession of said premises and evict the Vendee, or any person holding under him, therefrom and all moneys paid hereunder shall be forfeited as liquidated damages.

All buildings or improvements placed upon said property shall become a part thereof and shall not be removed therefrom.

Time is of the essence of this agreement but acceptance of any installment after the same shall become delinquent 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 6th day of August, 1940.

Dale Compton, Vendor (seal)
Jesse K. Lowe, Vendee no seal.

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 6th day of August, 1940, personally appeared before me D. D. Compton, a bachelor, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.