

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

#29405

J. W. McLaughlin et ux to James B. Gillett.

THIS AGREEMENT, Made and entered into by and between J. W. McLOUGHLIN and MARGARET M. McLOUGHLIN, husband and wife, parties of the first part, and JAMES GILLETT, party of the second part, WITNESSETH:

The parties of the first part in consideration of the purchase price to be paid as herein-after provided, do hereby covenant and agree to sell and convey unto the party of the second part and the party of the second part agrees to purchase the following described real property in Skamania County, Washington, to-wit:

The Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Thirty-three (33) Township Two (2) North of Range Six (6) East of the Willamette Meridian.

and the party of the second part promises and agrees to pay the sum of One Thousand Dollars (\$1000.00), as follows: \$100.00 upon delivery of these presents, the receipt whereof is hereby confessed and the balance, to-wit: \$900.00 payable in monthly installments of \$25.00 or more, commencing November 5, 1940, together with interest upon unpaid balances at the rate of 6% per annum, payable annually.

The party of the second part promises and agrees that he will seasonably pay all taxes hereafter levied against said premises.

The party of the second part shall have the right to cut and use dead timber or green timber not in excess of six inches in diameter and shall also have the right to cut and remove any trees which may endanger the dwelling house upon said premises, but otherwise shall not commit or permit waste upon said premises.

IT IS UNDERSTOOD AND AGREED, that the parties of the first part will upon demand deliver to the party of the second part and abstract of title to date of such demand showing insurable title.

In case the party of the second part shall make the payments aforesaid at the time and in the manner herein provided and shall keep and perform all the terms and conditions of this agreement, the parties of the first part will upon demand make, execute and deliver to the party of the second part a good and sufficient warranty deed for said premises; but in case the party of the second part shall fail to make the payments at the time and in the manner herein provided or shall make default in any of the terms or conditions hereof, then and in that event the parties of the first part may at their option immediately cancel this contract and take possession of said premises without any order of the court being necessary therefor. In such event all payments made hereunder shall be forfeited to the parties of the first part as liquidated damages but in case the parties of the first part are compelled to bring any action at law to regain possession of said premises, then and in that event they may have included in the judgment rendered in such action a reasonable sum as attorney's fees, as well as all costs and expenses incurred by the parties of the first part part by reason thereof.

Time is of the essence of this agreement but acceptance of any installment of principal and interest after the due date thereof or waiver of any default shall not be deemed a waiver of any subsequent default.

IN TESTIMONY WHEREOF, The parties have executed these presents in duplicate this 7th day of September, 1940.

J. W. McLaughlin
Margaret M. McLaughlin
Parties of the first part.
James B. Gillett
Party of the second part.

STATE OF WASHINGTON)
County of Skamania) ss.

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this