

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th. day of September, 1940.

L. J. Moody

(Notarial seal affixed)

Notary Public in and for the State of Washington, residing at Washougal in said County.

Filed for record October 18, 1940 at 1-50 o'clock p.m. by Grantor.

Mabel J. Osse
Skamania County Auditor.

#29513

Ralph W. Johnson et ux to E. S. Johnson et ux.

THIS AGREEMENT Made and entered into this 8 day of October 1940 by and between Ralph W. Johnson and Margaret Johnson, his wife, parties of the first part and E. S. Johnson and Charlotte Johnson, husband and wife, parties of the second part, witnesseth:

That the parties of the first part in consideration of the sum of three hundred (\$300.00) to be paid as hereinafter provided agree to sell and convey unto the parties of the second part, and the parties of the second part agree to purchase the following described real property in Skamania County, Washington, to-wit:

Lot seven (7) in Block Three (3) Bender's Addition to the Town of North Bonneville, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

The parties of the second part agree to pay the said three hundred and no/100 Dollars (\$300.00) purchase price as follows, to-wit: The sum of Fifty and no/100 Dollars (\$50.00) upon delivery of these presents, the receipt whereof is hereby confessed, and the balance thereof in monthly installments of not less than ten dollars (\$10.00) each payable on the first day of each month, commencing November 1st 1940, with interest on unpaid balances at the rate of six per cent per annum, payable monthly.

The parties of the second part shall pay all taxes and assessments against said property or any part thereof which may hereafter be levied against the same.

In case the parties of the second part shall make the payments of principal and interest as herein provided at the time and manner herein specified, and shall keep and perform all the covenants herein contained, the parties of the first part will execute and deliver to the said parties of the second part a good and sufficient warranty deed for said premises, warranting title thereto except as against the acts or omissions of the parties of the second part. But in case the said parties of the first part shall fail to make the payments of principal and interest, or any part thereof, at the time and in the manner herein specified, or shall fail to keep and perform the covenants herein contained, the parties of the first part may, at their option, terminate this agreement, and in such event all payments hereunder shall be forfeited as liquidated damages, and the parties of the first part may immediately thereafter, without notice, take possession of said premises.

Time is of the essence of this agreement, but acceptance of any payment of principal or interest, after the due date thereof, or waiver of any default shall not be construed as a waiver of this covenant.

All buildings and improvements shall be and remain a part of the realty until the whole of the purchase price shall have been paid.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands the day and year first above written.

Ralph W. Johnson
Margaret Johnson
Parties of the first part.
E. S. Johnson
Charlotte Johnson
Parties of the second part