

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

#29557

Henry Davison et ux to L. E. Schmidt et ux

In consideration of the payments to be made as hereinafter provided Henry Davison and Esther Davison, husband and wife, parties of the first part, covenant and agree to convey to L. E. Schmidt and Eva Schmidt, husband and wife, parties of the second part, the following described real property in Skamania County, Washington, to-wit:

Beginning at the Northwest corner of the Robbins D. L. C. in Section 27, Township 3 N. R. 8 E. W. M., thence East 20 chains; thence South 20 chains; thence West 20 chains; thence North 20 chains to the place of beginning.

Excepting the following: Beginning at the N. W. corner of Joseph Robbins D.L. C. in Section 27, Twp. 3 N. R. 8 E. W. M. and running thence east 607.8 feet; thence S. 1° 51' West 763.5 feet to the center line of Lateral Highway #7; thence S. 64° 36' West along said center line 552.8 feet; thence along said center line on a 30° curve to the right, 90.0 feet to the west line of the Joseph Robbins D. L. C.; thence North along said west line 1021.4 feet to the point of beginning, containing 12.45 acres.

The parties of the second part promise and agree to pay as consideration therefor the sum of One Thousand Dollars (\$1000.00), as follows: \$50.00 upon delivery of these presents, the receipt whereof is hereby confessed, \$450.00 on or before January 1, 1941 and the sum of \$100.00 or more on or before the 1st day of January of each succeeding year, together with interest on unpaid balances from January 1, 1941, at the rate of 6% per annum, payable annually.

And the parties of the second part promise and agree that they will prior to delinquency pay all taxes which are hereafter lawfully assessed against the said premises or any part thereof and that they will not commit or permit waste upon said premises.

In case the parties of the second part shall make the payments of principal and interest at the time and in the manner herein provided upon such payment of the balance of the purchase price, the parties of the first part will execute and deliver to the parties of the second part a good and sufficient warranty deed for said premises, together with an abstract of title showing merchantable title in the said parties of the first part, subject only to the acts and omissions of the parties of the second part, but in case the parties of the second part shall fail to make the payments as herein provided or shall fail to keep the covenants herein contained, then and in that event the parties of the first part may immediately terminate this lease and take possession of said premises and every part thereof. In such event all payments made hereunder shall be forfeited to the parties of the first part as liquidated damages.

The parties of the second part shall keep the buildings upon said premises insured in a sum equal to the unpaid balance of the principal of this contract. Loss, if any, payable to the parties hereto as their respective interests may appear.

It is understood and agreed, that possession of the premises herein described shall be delivered to the parties of the second part on or before March 1, 1941 and the parties of the first part shall not be chargeable with rent for the use thereof.

Time is of the essence of this agreement but the acceptance of any installment after the due date or waiver of any default shall not constitute a waiver as against any subsequent default.

In Testimony Whereof the parties have executed these presents in duplicate this 24 day of October, 1940.

Henry Davison
Esther Davison
Parties of the first part
L. E. Schmidt
Eva Schmidt
Parties of the second part.

Filed for record November 1, 1940 at 10-00 a.m. by Grantee.

Mabel J. Rose
Skamania County Auditor.