

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

267.

Excepting therefrom that portion thereof described as beginning at a point 56 rods west of the Southeast corner of the Northeast quarter of said Section 16, running thence North 40 rods, thence West 24 rods, thence South 40 rods, thence East 24 rods, to the place of beginning, containing 6 acres;

The property herein conveyed containing 34 acres, more or less.

And the Vendee hereby covenant and agrees to purchase the above described real property from the Vendor and to pay her therefor the sum of One Thousand Dollars (\$1,000.00) at the times and in the manner following, to-wit:

\$20.00	Upon the delivery of this agreement
5.00	November 1, 1939.
5.00	December 1, 1939
5.00	January 1, 1940
5.00	February 1, 1940
5.00	March 1, 1940
5.00	April 1, 1940.
5.00	May 1, 1940
5.00	June 1, 1940
100.00	July 1, 1940
100.00	July 1, 1941
100.00	July 1, 1942
100.00	July 1, 1943
100.00	July 1, 1944
100.00	July 1, 1945
170.00	July 1, 1946
170.00	July 1, 1947

together with interest on all deferred payments from and after July 1, 1940 at the rate of six per cent per annum payable annually the first interest to be due July 1, 1941 provided however the Vendee has the option of making payments in addition to and in greater amounts than those above expressed, at any time, prior to July 1, 1947.

And the Vendee further covenants and agrees to keep the dwelling house on said premises insured against loss by fire up to the full insurable value thereof in a reliable insurance company, with the loss, if any, payable to the Vendor as her interest at the time of any such loss may appear.

The Vendee further covenants and agrees to pay all taxes of whatsoever kind or character hereafter levied upon or assessed against the above described property, commencing with the taxes levied and assessed for the year 1939, becoming due and payable in the spring of 1940, and to make all of such payments of taxes seasonably and as said taxes become due and payable and before delinquency.

It is mutually agreed by and between the parties hereto that the Vendee shall be entitled to the possession of said real property from and after the delivery of this contract and for so long thereafter as he shall not be in default in making any of the payments as herein provided or in the keeping and performing of any of the other covenants, conditions and agreements herein to be kept and performed by him.

And the Vendee further covenants and agrees to take good and proper care of said premises; that he will not commit or suffer waste to be committed thereon and that he will keep the same free from any and all mechanics', laborers', materialmen's or other liens of any kind whatsoever.

It is further mutually agreed and understood that time of payments of the installments and interest, as hereinbefore provided is of the essence of this agreement, and in the event the Vendee shall fail to make the payments or any of them as aforesaid punctually and upon the strict terms and at the dates limited, and likewise fail to conform to and complete all and each of the agreements and stipulations aforesaid strictly and literally, then this contract shall from the date of such failure be null and void, and all right and interest hereby created or existing in favor of the Vendee or derived under this contract shall utterly cease and determine, and the premises hereby contracted shall revert to and revest in the Vendor, her heirs or assigns, without any declaration of forfeiture or re-entry and without any other act by said Vendor to be performed, and without any right of said Vendee of reclamation or compensation for moneys paid or for improvements made, as absolutely, fully and perfectly as if this