

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

contract had never been made, it being hereby agreed by and between the parties hereto that all sums paid on account of the purchase price, upon the happening of any of the aforesaid defaults, be and hereby are stipulated to be the reasonable damage for breach of this contract and the reasonable rental value of said premises up to the time of such default.

And the Vendee further covenants and agrees upon the happening of any such default to immediately surrender possession of said premises to the Vendor.

It is further mutually agreed and understood by and between the parties hereto that the Vendee shall not assign this contract or any interest therein without the written assent of the Vendor first having been obtained thereto, and any attempted assignment of this contract or any interest therein without having first obtained the written assent of the Vendor shall be null and void.

And the Vendor covenants and agrees that upon the Vendee making full payment of the purchase price as hereinbefore set forth and keeping and performing all the other covenants, conditions and agreements herein to be kept and performed by said Vendee, that she, the Vendor, will make, execute and deliver to the Vendee a good and sufficient warranty deed conveying unto the Vendee a good, merchantable title to said premises above described, free from all liens and incumbrances save and except such incumbrances, if any, as the Vendee may have suffered or permitted to attach thereto.

In Witness Whereof, the parties hereto have hereunto set their hands in duplicate this the day and year in this agreement first above written.

Ella Emmitt, Vendor
Andy Reinland, Vendee

Filed for record April 2, 1941 at 4-30 p.m. by Raymond C. Sly

Mabel J. Asse
Skamania County Auditor.

#30104

Moffetts Hot Springs Co. to J. H. Liggett.

Warranty Deed.

The Grantor, Moffetts Hot Springs Company, a Washington corporation, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, hereby CONVEYS and WARRANTS unto J. H. Liggett, hereinafter referred to as the grantee, the following described real property situated in the County of Skamania, State of Washington, to-wit:

Beginning at the intersection of the Southerly line of the Evergreen Highway with a line running North 0° 48' West from a point which is 275 feet due West of a round Hub placed at an angle point in the Northerly line of the Spokane, Portland and Seattle Railway Company's right-of-way, North 9° 05' East 200 feet from Station 2042 - 23.4 of the survey locating the center line of said right-of-way, said round Hub being 997.92 feet south and 2035.5 feet West from the Northeast corner of Section 21 in Township 2, North of Range 7 East of the Willamette Meridian, and running thence South 0° 48' East to the North line of the 200 foot right-of-way of said Railway; thence Westerly, along said North line, to a point that is 50 feet West of the line last above described; thence North 0° 48' West to the Southerly line of said Evergreen Highway; and thence Easterly, along said Southerly line, to the point of beginning, said tract being sometimes designated as the West ½ of Lot 7, and the East ½ of Lot 8 in Block 9 of the unrecorded plat of North Bonneville, Skamania County, Washington.

Reserving, however, the right of the grantor and its assigns to maintain pipe lines along the North line thereof.

Subject, however, to the 1940 and subsequent taxes and to any liens or encumbrances suffered by, through or under the possessory rights of the grantee.

In Witness Whereof the grantor has caused these presents to be executed this the 31 day of March, 1941.

(Corporate seal affixed)

Moffetts Hot Springs Company
By Geo. Y. Moody, President
By John Wilkinson, Secretary.