

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

330

written.

(Notarial seal affixed)

Raymond C. Sly

Notary Public for Washington, residing
at Stevenson therein.

(\$1.00 State Stamp and \$1.10 U.S.I.R. Stamp affixed and cancelled "Skamania County Abstract & Title Co. 3/24/41").

Filed for record May 22, 1941 at 10-28 o'clock a.m. by Raymond C. Sly.

Mabel J. Wasse
Skamania County Auditor.

#30368

A. P. Gordon by executrix et al to Wade Ellis
and
A. P. Gordon by executrix et al to Estella Smith et al

The vendor, Bertha Gordon, individually and as executrix and trustee under the will of A. P. Gordon, deceased, in consideration of the payments herein provided agrees to sell and convey unto Wade Ellis, Vendee, the following described real property in Skamania County, Washington, to-wit:

The west half (W $\frac{1}{2}$) of the northwest quarter (NW $\frac{1}{4}$) of section thirty five (35)
tp. 4 N. R. 7 E.W.M.

for the sum of five hundred and no/100 (\$500.00) payable as follows, to-wit: \$150.00 upon delivery of these presents the receipt whereof is hereby acknowledged, \$100.00 on the 1st day of December 1941, \$125.00 on the first day of December 1942, and \$125.00 on the first day of December 1943, with interest on unpaid balances at the rate of 6% per annum payable on the 1st day of December 1941 and annually thereafter.

The vendee further agrees to pay all taxes hereafter levied against the said property before delinquency.

In case the vendee makes the payments above specified at the time and in the manner aforesaid, and pays said taxes before delinquency, the vendor will make and deliver to the vendee a good and sufficient warranty deed for said premises; but in case of default in the payment of said sums of money or any installment thereof, ^{or} in case of failure to pay said taxes before delinquency, the vendor may, at her option, terminate this agreement and take possession of said premises, and in such event all rights hereunder shall be terminated and all sums of money paid hereon shall be forfeited to the vendor as liquidated damages.

Time is of the essence but acceptance of any installment of principal or interest after the due date shall not be construed as a waiver of this covenant as to any subsequent default.

In testimony whereof the parties hereto have executed these presents in duplicate this 24th day of March, 1941.

Bertha Gordon, Individually and as
trustee under the will of A. P. Gordon,
dec'd. Vendor
Wade Ellis, Vendee

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, Raymond C. Sly, a Notary Public in and for said state and county, do hereby certify that on this 24th day of March 1941 personally appeared before me Bertha Gordon to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same individually and as executrix and trustee under the will of A. P. Gordon, deceased, freely and voluntarily.

Dated this 24th day of March, 1941.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington residing at
Stevenson therein.