

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

Notary Public for Oregon. My
commission expires Sept. 27, 1942.

Filed for record May 26, 1941 at 2-40 p.m. by Raymond C. Sly

Mabel J. Ross
Skamania County Auditor.

#30379

Harry D. Davison to J. L. Raley et ux

Real Estate contract

This agreement, made and entered into this 26th day of May, 1941, between Harry D. Davison, a bachelor, hereinafter called the "Seller", and J. L. Raley and Lillian B. Raley, husband and wife, hereinafter called the "Purchasers",

Witnesseth: That the seller agrees to sell to the purchaser, and the purchasers agree to purchase of the seller the following described real property, located in Skamania County, State of Washington, to-wit:

The Northeast Quarter of the Southwest Quarter of Section Eight (8), Township Three (3) North Range Eight (8), East, W. M., containing 40 acres, more or less.

Also: That portion of the Southeast Quarter of the Northwest Quarter of Section Eight (8), Township Three (3), North Range Eight (8), East W.M., which lies on the southeasterly side of the center line of Bear Creek.

with the appurtenances, and including certain lumber now located thereon and one stump puller, on the following terms and conditions: The purchase price for said described premises is the sum of Seven Hundred Dollars (\$700.00) of which the sum of One Hundred Dollars will be paid at the time of execution hereof, and the balance of said purchase price in the sum of Six Hundred Dollars shall be paid in monthly installments of not less than Twenty Dollars (\$20.00) per month, commencing on the First day of June, 1941, and thereafter on the First day of each and every month until the whole of said purchase price, together with interest at the rate of 5% per annum on unpaid balances, has been paid. Interest then due shall be deducted from said payments, and the balance applied on the principal.

The purchasers agree:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises.
2. To assume all hazards of damage or destruction to or of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller.
3. To promptly make the payments specified herein, at the times and in the manner specified.

The Seller agrees:

On full payment of the purchase price in the manner hereinbefore specified to make, execute and deliver to the purchasers a good and sufficient warranty deed to said described premises:

It is further agreed: That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may, at his option, declare a forfeiture and cancellation of this contract and thereupon all rights of the purchasers hereunder shall cease and determine and any payments theretofore made hereunder by the purchasers shall be retained by the seller in liquidation of damages sustained by such failure. Acceptance of delinquent payments shall not alter or affect the rights of the seller, and shall not be an abrogation of the terms of this contract.

In Witness Whereof, the parties hereto have set their hands in duplicate the day and year first herein written.