

SKAMANIA COUNTY, WASHINGTON

first above written.

(Notarial seal affixed)

C. W. Linville, Jr.  
Notary Public in and for the State of  
Washington, residing at Stevenson there-  
in.

Filed for record March 27, 1940 at 4-40 p.m. by Grantee.

Mabel J. Dwyer  
Skamania County Auditor.

#28636

May Irving et vir to Lorena Middleton et vir

For and in consideration of the premises hereinafter set out the vendee agrees to sell and the vendees agree to buy the following described real estate to-wit \_\_\_\_\_ hereinafter called the seller, agrees to sell, and \_\_\_\_\_, hereinafter called the buyer, agrees to buy the following described real estate, situate in the County of \_\_\_\_\_ State of Washington, more particularly described as follows, to-wit:

Beginning at a point on the southerly line of the Evergreen Highway which said point is south 81.00 \_\_\_\_\_ East 1150 feet from a point which is south 1257 feet & west 38.93 feet from the common corner of Secs. 15-16-21 & 22 in township 2 North of Range 7 East of the Willamette Meridian and running thence North 81. \_\_\_\_\_ West along said Highway 50 ft. thence South 9.00 w \_\_\_\_\_ west 97 ft. to a point 60 feet distance from the northerly line of the Spokane, Portland & Seattle Ry. Cos. right of way thence Easterly parallel to and 60 ft. from the northerly line of said right of way to a point which is South 9.00 \_\_\_\_\_ west of the place of beginning. Said tract being designated at Lot 3 in Block 1 of the unrecorded plat of the town of North Bonneville Skamania Co. Washington

Beginning at a point that is South 81.00 East 1100 ft. and South 9.00 West 97 ft. from a point that is 1257 ft. South and 38.93 ft. west from the common corner to Sec. 15-16-21 & 22 in Township 2 North of Range 7 East of the Willamette Meridian & running thence Easterly to a point that is South 9.00 West 75 ft. from a point that is South 81.00 East 1150 ft. from a point that is 1257 ft. south and 38.93 ft. West from the common corner to said Sections 15-16-21 & 22 said township and range thence south 9.00 west to the northerly line of the Spokane, Portland, Seattle Ry. Right of way thence westerly along said northerly line of said right of way to a point that is south 9.00 west from the place of beginning and thence north 9.00 East to the point of beginning.

for the sum of Twelve Hundred dollars (\$1200.00) Dollars, Five Hundred dollars (\$500.00) Dollars, of which is to be paid on signing of this agreement, the receipt of which is hereby acknowledged: \_\_\_\_\_ and One Hundred and Fifty dollars (or more) (\$150.00) Dollars, including interest from date at the rate of 5 per cent. per annum, as follows: Beginning on the first day of March 1941, and on the same day in each and every year thereafter the sum of \$150.00, or more including interest on principal remaining unpaid on said day, and the balance on \_\_\_\_\_, regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$500.00, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

and thence north 9.00 east 75 feet to the place of beginning.