

SKAMANIA COUNTY, WASHINGTON

thence east on said line 187 feet to point of beginning;

Excepting therefrom: The following described real property located in Skamania County, Washington: Beginning at a point on line between the E $\frac{1}{2}$ and W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 26, Township 4 North, Range 7 East of the W. M., 675 feet south of NE corner of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section 26, the true point of beginning; thence West 187 feet; thence southerly, on a line parallel to the line between the E $\frac{1}{2}$ and W $\frac{1}{2}$ of NE $\frac{1}{4}$ of said section 26, 645 feet; thence East 335 feet; thence Northerly on a line parallel to the line between the E $\frac{1}{2}$ and W $\frac{1}{2}$ of Northeast quarter of said Section 26, 645 feet; thence west 148 feet to the point of beginning, containing 5 acres, more or less.

for the sum of Five Hundred (\$500.00) Dollars, payable as follows: \$50.00 upon delivery of these presents, receipt whereof is hereby confessed, and the balance thereof, to-wit: the sum of \$450.00, in monthly installments of \$5.00 per month payable on the 5th day of each month, commencing September 5th, 1941, with interest on unpaid balances at the rate of 6% per annum payable semi-annually.

As a further consideration the parties of the second part acknowledge an indebtedness to the parties of the first part for goods, wares, and merchandise ^{purchased} from Carson Mercantile Company in the sum of \$200.00, and promise and agree to pay the same in addition to the purchase price above specified. The parties of the first part may, at their election without notice to the parties of the second part, credit any payments made pursuant to the terms of this contract upon said store account, and the election to so credit by the parties of the first part shall be conclusive upon the parties of the second part.

The parties of the second part promise and agree to pay all taxes or other lawful assessments levied against the said property, including personal property tax which may be assessed against the parties of the first part on account of Treasurer's Contract No. 182 covering NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, and to keep any buildings placed upon said premises insured to an amount equal to 75% of the value thereof with loss, if any, payable to the parties of the first part as their interest appears, provided it shall not be necessary to carry said insurance in excess of the unpaid balance upon this contract.

In case the parties of the second part shall pay the purchase price aforesaid together with the amount due upon said merchandise bill as above provided, and the interest thereon, and shall keep and perform the terms and conditions of this agreement, the parties of the first part will make and deliver to the parties of the second part a good and sufficient conveyance for said premises, but in case they shall fail to make said payments at the time and in the manner above specified or should default in the performance of any of the covenants herein contained then and in that event the parties of the first part may immediately terminate this agreement and all sums of money paid hereunto shall be forfeited as liquidated damages, and the parties of the first part may immediately take possession of the said premises and evict the parties of the second part, or any persons holding by, through or under them from said premises without any action at law being required.

The parties of the second part shall have the right to construct buildings or to place other improvements upon said real property, but in case they so do they shall not be authorized to act as agent or representative of the parties of the first part, and no lien shall be permitted or claimed or charged against the real property herein described.

It is further agreed that in case of default by parties of the second part, the actual cash value of permanent improvements shall be applied against above mentioned indebtedness to the Carson Mercantile Company.

In Testimony Whereof, the parties have hereunto set their hands this 30th day of August, 1941.

J. C. Price
Hazel O. Price
Parties of the first part

Warren W. Yoe
Emma H. Yoe