

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

The South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 26, Township 2 North, Range 5 East of the W. M. and

Commencing at a point on the East line of Section 26, Township 2 North, Range 5 East of the W. M., which point is 1320 feet North of the Southeast (SE) corner of said Section 26; thence North 280 feet; thence West 2640 feet to the North and South center line of said Section 26; thence South on said North and South center line, a distance of 280 feet more or less, to the Northwest (NW) corner of the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section; thence East along the North Line of the said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section 2640 feet more or less to the point of beginning.

Less Bonneville Power Line right of way, now of record, containing 10.7 acres more or less.

The purchase price for this property is to be paid as follows: The cash sum of \$100.00 down, the receipt whereof is hereby acknowledged by the Seller, and the balance, to-wit: \$500.00 is to be paid in regular monthly installments of \$10.00 or more each, the first of such installments to be paid to the Seller on August 25, 1941, and the remaining installments are payable on the 25th day of each and every month thereafter. The Buyer agrees to pay the Seller interest on all unpaid balances due hereunder, such interest to be at the rate of 6% per annum payable monthly and to be paid in addition to the regular monthly payments provided for herein.

The Buyer agrees to carry fire insurance in a reliable insurance company upon any improvements or additions made by the Buyer upon this property, the insurance to be in an amount for which the same may be reasonably insured, the policy of insurance to have endorsed thereon a contract sale clause showing loss payable to the Seller as his interest may appear. The Seller is to have and retain possession of the policy or policies during the term of the contract.

The Seller makes no representations as to the condition of the premises sold, nor warranties in connection therewith, and the Buyer does hereby agree that he has thoroughly inspected the premises purchased and that the same is satisfactory to him, and further, that he will not permit any waste on the property purchased nor make any alterations or repairs or changes thereon except as herein noted.

The Buyer agrees to take care of and pay all taxes and assessments hereafter accruing and becoming a lien against this property, and to pay the same before such taxes and assessments, or any portion thereof, become delinquent. In addition, the Buyer agrees to protect the Seller against any liens or incumbrances affecting his interest and ownership of this property, and in the event any lien or liens or other incumbrances are placed on or against this property, agrees to remove the same forthwith and hold the Seller free and clear of any loss, damage, or expense thereby.

Upon completion of the payments herein, the time of such payments being hereby declared the essence of this contract, and upon the full compliance with all the other terms and conditions herein, the Seller will execute to this Buyer a warranty deed, and will deliver to him, at the election of the Seller, either an abstract of title or a policy of title insurance showing good merchantable title thereto in the Seller, such title to be free and clear of all liens and incumbrances except such liens or incumbrances as may have been placed on the property or caused to be placed thereon by acts of this Buyer. The Buyer agrees to take care of abstract or title expense incurred by reason of any act or acts of this Buyer increasing the abstract or title insurance expense over and above what it would have been if such act or acts of the Buyer had not occurred.

Now, Therefore, if this Buyer shall well and truly take care of the payments herein covenanted to be made, and fully complies with the other terms and conditions herein, then he shall have, use, and enjoy the premises herein sold to him, but if there be any default in compliance with the terms and conditions of this contract, then, at the election of the

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