

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

435

#30874

Ray E. Davis to Pauline Whetmore

Contract

This agreement entered into this September 24, 1941, between Ray E. Davis, a bachelor, of Skamania County, Washington, hereinafter termed Vendor, and Pauline Whetmore, a widow, of Portland, Oregon, and hereinafter termed Vendee,

Witnesseth: The vendor agrees to sell the vendee, and the latter agrees to buy of the former the following described real estate situate in Skamania County, State of Washington:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), Township Two (2) North, Range Six (6) East of the Willamette Meridian, excepting therefrom three tracts described as follows:

Commencing at a point 30 feet West of the center of said Section 33; thence North 255.61 feet; thence West 255.61 feet; thence South 255.61 feet; thence East 255.61 feet to the place of beginning;

Commencing at the Quarter post on the Section line which runs North and South between Sections 33 and 34, said township and range, running thence West 880 feet; thence North 19° 47' East 595 feet; thence East 678 feet to Section line; thence South on Section line to place of beginning.

Commencing at the quarter post in the Section line which runs north and south between Sections 33 and 34, said township and range; running thence West 880 feet to the true place of beginning; thence West 440 feet; thence North 757.8 feet; thence East 685 feet; thence South 76.8 feet; thence South 19° 47' West 723.7 feet to the place of beginning, all in Skamania County, Washington. All being subject to any and all easements, rights of way for railroads, roads or highways or other servitudes, and to the exceptions, provisions and reservations contained in patents from the United States of America, or the State of Washington, or in deeds from railways companies.

for the purchase price and under the terms and conditions hereinafter stated.

The purchase price is the sum of Fifteen Hundred (\$1500.00) Dollars, payment of which to be made as follows: Five Hundred (\$500.00) Dollars upon execution of this agreement, receipt being acknowledged, and the balance of One Thousand (\$1000.00) Dollars, without interest, on or before thirty days from this date.

The vendee is given immediate possession of the entire described premises and all appurtenances thereon, and she has the right in person or by third parties to commence any clearing operations and the cutting of timber and removal of logs therefrom without any accounting to the vendor.

The vendor agrees that the initial payment aforesaid shall be applied, first, upon the balance due to the Federal Land Bank of Spokane under contract of purchase which the vendor has with said corporation with respect to said lands, to the end that a deed from the bank will be immediately forthcoming to vendor; and secondly, to the payment of all taxes and assessments due or delinquent on said lands. The vendor and vendee agree that this sum shall be so expended by both of them, to the end that the vendee will be satisfied that such items are fully taken care of. Whatever amounts remain after such application out of the initial down-payment shall, belong to the vendor.

Vendor agrees that at least ten (10) days prior to the time final payment is due, to furnish the vendee with abstract of title showing marketable title to the described lands in his name, and the vendee will have five (5) days after receipt thereof to permit examination. If such abstract is not delivered within at least ten (10) days before final payment is due, the final payment, nevertheless, will not become due until ten days have expired after delivery of such abstract for examination to the vendee. If title is found unmarketable of record, the vendor agrees to quiet all objections within ninety days, during which period the final payment will be escrowed pending determination of the abstract to quiet title, which proceedings shall be shown in the abstract. However, in lieu thereof, he has the option of furnishing policy of title insurance to the vendee for the amount of the purchase price.