

DEED RECORD 28

487

SKAMANIA COUNTY, WASHINGTON

At the time of the death of my said wife the only property belonging to the community was the property above described, and the farm machinery, implements, stock and household furniture, and that the total value thereof was less than the sum of \$20,000.00. There was no separate property belonging to her estate.

My said wife left no will and no probate has ever been had upon her estate.

John Franz

Subscribed and sworn to before me this 12th day of August, 1941.

Elizabeth I. Franz

(Clerk's seal affixed)

Clerk of Superior Court, Skamania
County, Washington.

Filed for record November 6, 1941 at 9-10 o'clock a.m. by Elizabeth I. Franz.

Mabel J. Franz
Skamania County Auditor.

#31032

W. H. Hilliard et ux to Ernest R. Coffelt et ux.

In consideration of the payments to be made as hereinafter provided, W. H. Hilliard and Bertha Hilliard, his wife, Vendors, covenant and agree to convey to Ernest R. Coffelt and Inez L. Coffelt, husband and wife, Vendees, the following described real property in Skamania County, Washington, to-wit:

Beginning at a point 25 feet West and North 0° 48' West 160 feet from the Northwest corner of Block 4 Bonnevista Addition to the Town of North Bonneville; thence North 89° 12' East 95 feet; thence South 54° 58' East to a point which is 30 feet North of the North line of Block 2 said Bonnevista Addition; thence East to the most Easterly line of Bonnevista Addition extended Northerly; thence North 0° 48' West to a point 100 feet North of the Section line between Sections 15 and 22 Township 2 North of Range 7 East of the Willamette Meridian; thence West 500 feet; thence South 0° 48' East 628.88 feet more or less to the place of beginning.

The purchase price is the sum of \$700.00, payable as follows: \$50.00 cash on delivery of this agreement, the balance payable in monthly installments of \$5.00 or more each on the 15th day of each month commencing July 15, 1941, interest on deferred installments at the rate of 6% payable monthly.

In case the payments be made as aforesaid the Vendors will convey the said real property to the Vendees by good and sufficient Warranty Deed, title to be guaranteed by title insurance.

The Vendees agree to pay said purchase price and all taxes and other assessments against the property hereafter levied and in case of default to surrender and vacate said premises without any action at law being necessary.

In case of default in the payment of principal or interest, or any part thereof, the Vendors may terminate this agreement without notice, and immediately take possession of said premises and evict the Vendees, or any person holding under them, therefrom and all moneys paid hereunder shall be forfeited as liquidated damages.

All buildings or improvements placed upon said property shall become a part thereof and shall not be removed therefrom. It is understood and agreed, however, that the Vendees shall not be considered as agent of the Vendors for the construction of such buildings and improvements or that the Vendors shall be responsible in any manner for the payment of lien claimants for material and labor and that the rights of such lien claimants shall be only such as may be allowed by statute in such case.

Time is of the essence of this agreement but acceptance of any installment after the same shall become delinquent shall not be construed as a waiver of this covenant as to any subsequent default.

IN TESTIMONY WHEREOF the parties have executed these presents in duplicate this 4th day of June, 1941.

W. H. Hilliard
Bertha Hilliard
Vendors
Ernest R. Coffelt
Inez L. Coffelt
Vendees