

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

#31174

Skamania County by Treasurer to Wm. J. Wineberg.

Original

No. 362

CONTRACT FOR TREASURER'S DEED

To Tax Title Property

BELONGING TO SKAMANIA COUNTY, STATE OF WASHINGTON.

STATE OF WASHINGTON,)
County of Skamania) ss.

THIS AGREEMENT, Made and entered into this 2nd day of April, 1938 by and between Martha L. Keith, as Treasurer of Skamania County, State of Washington, vendor, and Wm. J. Wineberg of 417 Davis Bldg Portland, Oregon, vendee.

WITNESSETH, That whereas, at a public sale of real property, held on the Second day of April, 1938, pursuant to an order of the Board of County Commissioners of Skamania County, State of Washington, duly made and entered, and after having first given due notice of the time and place and terms of said sale as required by the Laws of the State of Washington, the sum of _____ Dollars was the highest bid received at the aforesaid sale, for the following described real property, to-wit:

Tax No 2837

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 14 Twp 7 Range 6 East of W. M. 40 Acres

Skamania County reserved the right to construct highways on and through this property, free from all claims for damages or compensation.

For and in consideration of the aforesaid sum of Three hundred & no/100 Dollars, the County of Skamania, vendor, by and through its Treasurer, hereby agrees to sell and convey to Wm. J. Wineberg, vendee, his heirs and assigns, forever, the above described real property subject to the following conditions.

The purchase price of said property is to be paid in lawful money of the United States of America, as follows: Twenty per cent of the total purchase price to be paid at the time of sale; the balance of said purchase price to be paid in ten equal annual installments of Twenty four & no/100 Dollars, commencing November 1st following the date of said sale and annually thereafter. The purchaser shall pay six per cent interest on all deferred payments, said interest to be paid at the time the annual installment is due, in conformity with the requirements of Chapter 263, Session Laws of 1927, of the State of Washington.

The purchaser shall pay before delinquency all subsequent taxes and assessments that may be levied or assessed against said property subsequent to the date of this contract, or agreement.

The purchaser may make payment in full at any time of any balance due on the total purchase price plus accrued interest on such balance.

When the purchaser has made payment in full of the purchase price, plus accrued interest, the vendor shall execute and deliver to the vendee a deed in the form prescribed by Section 2, Chapter 263, Session Laws of 1927, of the State of Washington.

Time is the essence of this contract, and in event of a failure of the vendee to make payments at the time and in the manner required and to keep and perform the covenants and conditions herein required of him, this contract may be forfeited and terminated at the election of the vendor; and in event of said election all sums heretofore paid by the vendee shall be forfeited as liquidated damages for failure to comply with the provisions of this contract.

Receipt of twenty per cent of the purchase price amounting to Sixty & no/100 Dollars, is hereby acknowledged.

Signed and Sealed this Second day of April A.D. 1938.

Witness Charlotte Petersen

(Treasurer's seal affixed)

Martha L. Keith

Treasurer of Skamania County, Washington.

Wm. J. Wineberg Purchaser.