

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

594

(Notarial seal affixed)

Notary Public in and for the
State of Oregon. Residing at
Portland, Oregon. My commission
expires June 17, 1942.

Filed for record January 30, 1942 at 3-05 p.m. by Grantor

Mabel J. Asse
Skamania County Auditor.

#31295

Ernest Bannister et ux to Rex Raymond Hargadine et ux

Conditional Contract of Sale.

This Agreement, made and entered into this 19th day of May, 1941, by and between Ernest Bannister and Nettie L. Bannister, husband and wife, hereinafter referred to as the vendors, and Rex Raymond Hargadine and Evine Hargadine, husband and wife, hereinafter referred to as the vendees,

Witnesseth: That for and in consideration of the payments hereinafter specified, the vendors agree to sell and the vendees agree to purchase, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, Section 29, Township 3, North, Range 8, East of the Willamette Meridian, containing eighty acres, more or less, except public roads and Northwestern Electric Co. easement. Saving and excepting also therefrom the right-of-way taken by the Bonneville Power Administration and the United States of America for the Bonneville-Coulee transmission line over and across the above described property.

It is understood and agreed between the vendors and the vendees that all taxes and assessments accruing against the above described real property, including the 1942 taxes; shall be paid by the vendees.

It is further understood and agreed between the vendors and the vendees that the total purchase price of the above described real property is the sum of Five Hundred Fifty (\$550.00) Dollars, and that the sum of One Hundred (\$100.00) Dollars has been paid thereon, receipt of which is hereby acknowledged by the vendors, leaving a balance in the sum of Four Hundred Fifty (\$450.00) Dollars due and payable, and the vendees agree that said balance shall be payable at the rate of One Hundred Twelve and 50/100 (\$112.50) Dollars per year, plus interest, beginning on the 20th day of May, 1942 and a like payment of the 20th day of May of each year thereafter until said purchase price is paid in full, together with the interest.

It is further understood and agreed between the vendors and the vendees that the balance due is to draw interest at the rate of six (6%) per cent per annum on unpaid balances, and that the interest shall be payable annually in addition to the above specified annual payments of principal.

It is further understood and agreed between the vendors and the vendees that when the payments have been made in full, together with the interest, that a warranty deed will be made to the vendees and an abstract showing merchantable title or title insurance, at the option ^{of} the vendors, warranting the title free and clear except as to such liens as may accrue by way of taxes or assessments subsequent to the 1941 taxes and such liens as may accrue by, through or under the possessory rights of the vendees.

It is further understood and agreed that the title to the property above described shall remain in the vendors until the purchase price, together with the interest, has been paid in full, according to the terms of this agreement; that this contract is to be considered a conditional contract of sale and that in case the vendees fail to make payments as hereinabove specified, the vendors may elect to repossess themselves of the property because of such failure to comply with the terms of this agreement and may retain such amounts as may be