

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

638

#31389

Alma E. Shipley et al to Harry J. Card et ux

This agreement made and entered into by and between Alma E. Shipley, individually and as executrix and trustee under the Last Will and Testament of J. W. Shipley, deceased, party of the first part, and Harry J. Card and Margaret J. Card, husband and wife, parties of the second part, witnesseth:

That the party of the first part for and in consideration of the sum of \$14,500.00, to be paid as hereinafter provided, covenants and agrees to sell and convey unto the parties of the second part the following described real and personal property in Skamania County, State of Washington, to-wit:

The West half of the Northwest quarter of the Southwest quarter of Section twenty-one (21) in Township three (3) North of Range ten (10) East of W. M., containing 20 acres more or less.

Also the north half ($n\frac{1}{2}$) of the southwest quarter ($SW\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) of Section twenty-one (21) in Township three (3) North of range ten (10) East of Willamette Meridian, containing twenty (20) acres, more or less.

Also commencing at the quarterpost to corner of Sections Twenty-one and Twenty-two in Township Three, North of Range Ten, East of the Willamette Meridian, said post being identical with the Southwest Corner of said tract; running thence North $0^{\circ} 19'$ East 20.17 chains to the Northwest corner thence South $89^{\circ} 59'$ East 4.96 chains, to the Northeast corner; thence South $0^{\circ} 19'$ West 20.17 chains, to the Southeast corner of said tract; thence North $89^{\circ} 59'$ West 4.96 chains to the Quarter post for Sections Twenty-one and Twenty-two, same Township and Range, or the place of beginning, said tract containing 10 acres.

and the following personal property:

One Tractor; One Truck; Bean Sprayer; Duster; Mixer; 1 - 7 ft. Light Double Disc; 1 - 6 ft. Heavy Double Disc ($\frac{1}{2}$ interest); 3 - 5 ft. sections Spike tooth Harrow; 1 - 5 ft. Spring tooth Harrow; Box Nailing Machine; Nail Stripper; Ladders; Pear Picking Buckets; Sacks; Water Tank; Sled for hauling prunings; Two-wheeled trailer outfit; 519 pear boxes; 1200 apple boxes; 2140 apple box shooks; 3000 used apple boxes; and miscellaneous tools.

The parties of the second part promise and agree to pay the said consideration of \$14,500.00 as follows: \$2000.00 upon delivery of these presents, the receipt whereof is hereby confessed; \$3000.00 together with interest on balance unpaid upon this agreement at the rate of 5% per annum, on or before August 1st, 1942, and the balance thereof, to-wit: The sum of \$9500.00 by two promissory notes in the principal sum of \$8000.00 and \$1500.00 respectively. Note number one to be payable in eight annual installments of \$1000.00 each commencing on the 1st day of June, 1945 and an equal installment on the 1st day of June of each succeeding year, and note number two payable on the 1st day of June 1953 with interest at the rate of 5% per annum payable annually. The said promissory notes shall be secured by a first mortgage upon the real property above described.

It is understood and agreed by and between the parties hereto that the property herein described is now in probate in the Superior Court for Skamania County, Washington, and it is contemplated that said probate shall be completed by the 1st of August, 1942; in the event same is not so completed, it is agreed that the date of payment of the \$3000.00 and the execution of the two notes and first mortgage and delivery of the deed referred to in the preceding paragraph shall be extended until such time as said probate shall be complete.

The parties of the second part also agree to keep the buildings located upon said premises insured in the aggregate sum of \$4000.00; coverage upon each building to be in proportion to its valuation, policies now in force to be assigned. They also agree to properly spray, cultivate and care for the trees and fruit crop upon said premises according to approved horticultural methods and to till cultivatable land thereon in husbandman like manner.

It is understood and agreed that the parties hereto are the owner as tenants in common of a certain water system together with easements, franchises and appurtenances which are appurtenant to the land above described, and it is specifically understood and agreed hereby that said water system shall be and remain appurtenant to the land.