

herein contained, agrees to sell unto the second party all of the land situated in the County of Skamania and State of Washington, and bounded and described as follows, to-wit:

Commencing at a point 261 feet West of the Southeast corner of Section 15, Township 3 North, and Range 10 East of the Willamette Meridian, thence north 209 ft., thence west 208 ft., thence North 209 ft., thence East 319 ft., thence North 904.0 ft., thence West 1145 ft., thence South 1317 ft., thence East to the point of beginning, all in Section 15, Twp. 3 North & Range 10 East of the Willamette Meridian, containing 33.31 acres, more or less.

for the sum of purchase price of Three Thousand Five Hundred & no/100 (\$3500.00) Dollars, which the second party agrees to pay to the first party at the following named times, to-wit: \$500.00 in cash, receipt whereof is hereby acknowledged, and the remainder in Ten (10) installments at Portland, Oregon, as follows: \$300.00 thereof with interest at 5% per annum on deferred payments on the 9th day of April 1944, and a like payment on the 9th day of April of each succeeding year thereafter until the whole of said purchase price shall be paid, and in addition thereto all taxes and other public charges, with assessments for sewers and street improvements which may hereafter become liens on said property, promptly before delinquency, and that he will keep the buildings now upon or which may be erected upon said property insured against fire in some fire insurance company satisfactory to said first party, with loss, if any, payable to said first party as his interest may appear. All of which payments said second party hereby agrees to make as above provided.

And the said first party also agrees that when full payment shall have been received he will cause to be executed and delivered, at his own cost and expense, an Abstract or Title Insurance Policy showing marketable title and a good and sufficient warranty deed, conveying the property aforesaid to the second party, his heirs or assigns forever.

One or more annual payments may be made on the annual payment date, and such additional payment or payments may, at the option of the second party apply on the subsequent annual payments, provided interest on the outstanding balances is seasonably paid.

On full payment of the purchase price, the party of the first part, will convey and deed to the party of the second part, a right to use water from the spring located on the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 22-Township 3 North-Range 10 East, of the Willamette Meridian in Skamania County, Washington, together with right of way to install and maintain a pipe line from such spring to the property herein contracted to be sold. Such water to be used only for domestic purposes.

The second party shall be entitled to use water from said spring for domestic purposes, only during the life of this contract, on said lands herein contracted to be sold.

The second party shall pay his proportionate share of the 1943 taxes on said lands, as of date of April the 9th, 1943, and his proportionate share of the insurance as of said date.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the second party shall fail to make the payments above named, and each and every one of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then this contract shall, at the option of said first party, become null and void, and all rights and interests created or then existing in favor of the second party as against the first party hereunder, or to any payments theretofore made hereon, shall utterly cease and determine, and the right to the possession of the premises above described, and all other rights acquired by the second party hereunder, shall revert to and re-vest in said first party without any act of re-entry, or any other act of said first party to be performed, and without any right of the said second party of return, reclamation or compensation for moneys paid or received on account of the proposed purchase or sale of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on