DEED RECORD 29

SKAMANIA COUNTY, WASHINGTON

<u>,580,</u>

annum, from date at times and in the manner following, to-wit:

\$250.00 on October 1, 1943; \$1000.00, together with all accumulated interest on October 1, 1944; \$1000.00, together with all accumulated interest on October 1, 1945; \$1000.00, together with all accumulated interest on October 1, 1946; \$1000.00, together with all accumulated interest on October 1, 1947;

And the Buyers, in consideration of the premises, hereby agree to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises. Taxes for the year 1943 shall be pro-rated between the Seller and Buyers on a calendar year basis as of the date of this agreement, the Seller to pay five-twelfths of said taxes, and the Buyers to pay seven-twelfths thereof. Should the Seller already have paid the said taxes, the pro rata to be paid by the Buyers shall be refunded to the Seller. The buyers shall keep the buildings insured against loss by fire in a reliable insurance company in the sum of \$1250.00, with loss payable to the parties hereto as their respective interests may appear.

Should any logs or timber be sold from said premises, the price received therefor by the Buyers shall be paid over to the Seller and applied upon this contract. All improvements now upon said premises and all improvements which shall be made thereon shall remain on said premises and shall not be removed before the final payment is made as above agreed.

In case the Buyers, their legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the Buyers, their heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the Buyers or their assigns.

But in case the Buyers shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms and at the time above specified, without any failure or default, the times of payment being decleared to be the essence of this agreement, then the Seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the Buyers, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the Seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the Seller to be performed, and without any right of the Buyers of reclamation or compensation for money paid or improvements made, as absolutely fully and perfectly as if this agreement had never been made.

The Seller hereby agrees to furnish to the Buyers, or their assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company, as of the date of this agreement or subsequent thereto.

And it is further agreed, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and coutersigned by the Seller, and no agreement or condition or relations between the Buyers, and their assignees, or any other person, acquiring title or interest from or through him shall preclude the Seller from the right to convey the premises to the Buyers or their assigns, on the payment of the unpaid portion of the purchase money which may be due to the Seller.

Abstract or title insurance and fire insurance policies to remain in possession of the Seller until final payment is made.

In Witness Whereof, the Seller and Buyers have signed and delivered this agreement in