

#10268
ISSAC AGEE, et ux to ARTHUR KIENNEL.

FOR AND IN CONSIDERATION of the premises hereinafter set out, Issac Agee and Martha E. Agee, who were on the 28th day of March 1925, and now are husband and wife hereinafter called the seller, agrees to sell, and Arthur Kiennel hereinafter called the buyer, agrees to buy the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

Lot numbered one (1) in Strawberry Hill Tracts, containing 6 acres more or less, according to the official plat thereof recorded at page 43 Plat Book A, records of Skamania County, Washington, for the sum of Eight hundred and no/100 (\$800.00)

Dollars, Fifty and no/100 Dollars (\$50.00) of which is to be paid on signing of this agreement, the balance to be paid as follows; Oct. 31, 1929, \$50.00; Jan. 10, 1930, \$125.00; April 10, 1930, \$125.00; August 10, 1930, \$125; December 23rd, 1930. \$250.00; and the balance, to-wit \$75.00 on the 23rd day of March 1931, with interest at 7% per annum payable March 23rd 1931.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$----- with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the time specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and only such assignment shall render this contract voidable at the option of the seller.

The seller will furnish an abstract of title showing marketable title, but such items as shall be caused by the acts of the buyer shall be paid by said buyer.

No waste shall be permitted upon said premises, and all improvements placed thereon shall remain as a part of the reality and in case of default shall not be removed.

Payments hereunder shall be made at Bank of Stevenson, Stevenson Washington.

In Witness Whereof, The seller and the buyer have signed and delivered this agreement in duplicate this 1st day of October, 1929.

Witnesses:

Issac Agee
Martha E. Agee, Seller
Arthur R. Kiennel
Grace M. Kiennel, Buyer

STATE OF WASHINGTON, County of Skamania)ss

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 1st day of October, 1929, personally appeared before me Isaac Agee and Martha E. Agee, his wife to me known to be the individuals described as seller and who executed the within, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C. Sly, Notary Public in
and for the State of Washington; residing at
Stevenson.

Filed for record March 17, 1930 at 8:40 o'clock A. M.

R C C
G. C. Chesser, Co. Auditor.

PEDER G. BURKLAND

to #16329

J. R. PHILLIPS

THIS AGREEMENT, made and entered into this 4th day of September, 1929, by and between Peder G. Birkland, (who was a single man at the time he acquired title to the property herein described) party of the first part and J. R. Phillips, party of the second part, witnesseth;

That the party of the first part covenants and agrees to sell and convey unto the party of the second part, for the price and upon the terms and conditions hereinafter set forth, the following described real property situate and being in Skamania County, Washington, to-wit:

Beginning at the SW cor of Lots No 9 of the Normandy Tracts, thence N 35°15' W 568 feet; thence N 54°45' E 20 feet, thence N 35°15' W 767 feet, thence South 1590 feet to Right of Way of State Road No 8, thence N 54°45' E 930 feet to the place of beginning, containing 15.6 acres more or less, it being understood and agreed that there is a spring situate upon said property near the northerly terminus of the first course above described, all the water of which shall be conveyed.

The purchase price for said real property is the sum of three thousand dollars (\$3000.00) which shall be paid as follows, to-wit: \$200.00 upon delivery of these presents; \$800.00 on or before the 1st day of October 1930, \$2000.00 on or before the 1st day of October 1932.

The party of the second part shall have the right to the immediate possession of said premises. Upon payment of the said sum of \$800.00 as above provided the party of the first part will execute and deliver to the party of the second part a good and sufficient warranty deed for said real property, and accept in payment of the balance of the purchase price a first mortgage upon said premises in the said sum of \$2000.00 payable on or before October 1st, 1932; with interest at the rate of 6% per annum, payable annually; but in case the said party of the second part shall fail to make the said payment of \$2000.00 on or before one year after date hereof, as above provided, these presents shall become null and void, and the said party of the second part shall forthwith surrender said premises to the party of the first part, and that said sum of \$200.00 paid upon delivery of these presents shall, in such event, be retained by the said first party as rental and liquidated damages, it being understood and agreed that no action for specific performance or for breach of contract or other action upon this agreement shall lie against said party of the second part for failure to purchase said premises, forfeiture of said sum of \$200 as rental and liquidated