

of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the said Vendor will make unto the said Vendees their heirs or assigns upon request, at Portland, Oregon, and upon surrender of this agreement, a good and sufficient deed of conveyance, containing the usual covenants of warranty, conveying said premises in fee simple free and clear of encumbrances, excepting however, the above mentioned taxes, liens and assessments, and all liens and encumbrances created by the said Vendees or their assigns, and furnish to said Vendees an abstract of title showing the title to said premises to be vested in said Vendor free from encumbrances except said taxes, liens, and assessments and liens and encumbrances created by said Vendees or their assigns.

But in case the said Vendees shall for a period of fifteen days fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the times above specified, the time of payment being declared to be of the essence of this agreement, then the Vendor shall have the right to declare this agreement null and void, and in such case all the right and interest hereby created or then existing in favor of the said Vendees or derived under this agreement shall utterly cease and determine, and the premises shall revert and revest in the Vendor without any declaration of forfeiture or act of re-entry, or without any other act by Vendor to be performed and without any right of Vendees of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

In Witness Whereof, the said parties have hereunto set their hands to this instrument, executed in duplicate, as of the day and year first above written.

In presence of
A. Sawyer
M. H. West

Walter Duggan
Vendor
John B. Pauley
Edith G. Pauley
Vendees

Filed for record Oct. 14, 1931 at 9-40 a.m. by G.L. Rinke.

Michael J. Skamania
Skamania Co. Clerk-Auditor.

#17602

John B. Pauley et al to G. L. Rinke et al.

Know all Men by these presents that John B. Pauley and Edith G. Pauley the parties of the first part, for and in consideration of the sum of Ten dollars and other considerations of value legal tender of the United States of America, to us in hand paid by Myrtle Rinke and G. L. Rinke the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and SET OVER unto the said parties of the second part a certain contract of sale of real estate bearing the date of July 7, A. D. 1930, made and executed by Walter Duggan party of the first part and John B. Pauley and Edith G. Pauley parties of the second part, and recorded on the ____ day of ____ A. D. 19____, in Book ____ at page ____ in the office of the ____ of the County of Clark, State of Washington, covering

The west half (W $\frac{1}{2}$) of Fractional northwest quarter (NW $\frac{1}{4}$) of Section three (3), in township one (1) north, of range five (5) east of Williamette Meridian, containing 80 acres more or less.

Together with the appurtenances therein described and the money due and to become due thereon, with the interest.

And the said parties of the first part do hereby make, constitute and appoint the said parties of the second part their true and lawful attorney, irrevocable, in their

name or otherwise, but at the proper costs and charges " the said parties of the second part, to have, use and take all lawful ways and means for the recovery of the said money and interest and in case of payment to discharge the same as fully as the said parties of the first part might or could do if these presents were not made.

In Witness Whereof, we hereunto set our hands and seals this 18th day of August
A. D. 1930.

Executed in the presence of
Charles W. Hall
A. Sawyer.

John B. Pauley (seal)
Edith G. Pauley (seal)

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

I, Charles W. Hall, the undersigned authority, do hereby certify that on this 18th day of August, A. D. 1930, before me personally appeared John B. Pauley and Edith G. Pauley to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, the day and year last above written.

(Notarial seal affixed)

Charles W. Hall
Notary Public for the State of
Washington, residing at Vancouver
therein.

Filed for record Oct. 14, 1931 at 9-41 a.m. by Grantee.

W. H. G. G. G.
Skamania Co. Clerk-Auditor.

#17654

Edward J. Miller to Tom Herron et ux

This Agreement made and entered into this 30th day of October, 1931, by and between Edward J. Miller, a bachelor, party of the first part, and Tom Herron and Teresa Herron, husband and wife, parties of the second part, WITNESSETH:

That the party of the first part for and in consideration of the purchase price to be paid as hereinafter provided covenants and agrees to SELL and CONVEY unto the parties of the second part, and the parties of the second part promise and agree to purchase from the party of the first part the following described real property in Skamania County, Washington, to-wit:

East half (E½) of Lot three (3) of the Oregon Lumber Company's Subdivision, Section fourteen (14), township three (3) North, Range nine (9) East, containing ten acres, more or less.

Reserving and excepting from the above an easement for pipe line over and across said property along the course of Squaw Creek, together with the right to take water from said creek for domestic purposes. It being understood that the intake for said pipe line may be placed at any point in said creek upon or above said property, and there is further reserved the right of ingress and egress for the purpose of placing and maintaining said pipe line, intake reservoir and other structures, necessary for the taking of said water and the preservation of said right.

for the sum of Thirty-three hundred and no/100 (\$3300.00) Dollars, of which One Thousand and no/100 (\$1000.00) Dollars has been paid at or before the delivery of these presents, and the balance, to-wit, the sum of Twenty-three hundred and no/100 (\$2300.00) Dollars shall be payable as follows: \$250.00 on or before the first day of November, 1932, and \$250.00 on or before November 1st of each year thereafter, with interest thereon at the rate of six per cent. (6%) per annum upon unpaid balances annually. Provided, that the parties of the second part shall have the right to make payments in excess of the said sum of \$250.00 per annum at any time and in case such payments are made they shall be credited upon the next installment of principal falling due. The said balance of purchase price shall be payable to the party of the first part as aforesaid regardless to loss or destruction of said property, or any portion thereof.