

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.

The parties of the second part shall keep the buildings upon said premises insured in a reliable insurance company in the sum of Six Hundred Fifty and no/100 (\$650.00) Dollars, payable to the party of the first part as his interest shall appear.

It is further agreed that one-half of the taxes levied and assessed against the said real property for the year 1931 shall be paid by the party of the first part on or before delinquency and all other taxes levied and assessed against said property and all other assessments lawfully imposed thereon shall be paid by the parties of the second part on or before delinquency.

The party of the first part has furnished an abstract of title to these premises, which the parties of the second part have examined and found sufficient, and which is to be retained by the party of the first part until the last payment is made; and the party of the first part shall not be called upon to have same brought down ^{to} the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

The party of the first part covenants and agrees to and with the parties of the second part that upon payment of the purchase price aforesaid at the time and in the manner specified he will make, execute and deliver unto the parties of the second part a good and sufficient warranty deed for the above described premises, but in case of failure to make said payments at the time and in the manner aforesaid the party of the first part may, at his option, terminate this contract and in such event all rights, privileges and interest hereby conveyed and created shall cease and be determined and the said party of the first part shall retain all money paid hereunder as liquidated damages for such breach of contract. In event of such default and forfeiture the party of the first part may, without notice and any action of law being necessary, immediately take possession of said premises and evict the parties of the second part or any person persons holding under them from said premises. Time is of the essence of this agreement but this covenant shall not be waived by reason of the acceptance of any payment after default has been made as to any subsequent default.

This agreement shall not be assigned without the written consent of the party of the first part.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 30th day of October, 1931.

Edward J. Miller (seal)
Party of First Part
Tom Herron (seal)
Teresa Herron (seal)
Parties of second part

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I, Raymond C. Sly, a Notary Public in and for the said state, do hereby certify that on this 4th day of November, 1931, personally appeared before me Edward J. Miller, a bachelor, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his 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 affixed)

Raymond C. Sly
Notary Public for Washington, residing
at Stevenson therein.

Filed for record Nov. 4, 1931 at 2-15 p.m. by Tom Herron.

Mabel J. Case, Co. Auditor.