

## DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO. CO. 173987

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Witnesseth, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

(1) Beginning at a point 630 feet east and 20 feet south of the northwest corner of the southeast quarter of the southeast quarter of Section 20, Township 3, North Range 8 East of W. M., running thence South 200 feet, thence East 200 feet, thence North 200 feet, thence West 200 feet to the place of beginning, containing one acre more or less.

(2) Beginning at a point 220 feet south, two hundred and twenty feet south and 237½ feet, west, two hundred and thirty seven and a half feet west of the northeast corner of the southeast quarter of the southeast quarter Section 20, Township 3 N. R. 8 E.W.M. Running thence west 212½ feet two hundred and twelve and a half feet to the corner of the Monaghan and Cummins property. Thence south 100 feet along the line of the Kane property, thence east 212½ feet, two hundred and twelve and one half feet, thence north 100 feet, one hundred feet to the place of beginning containing one half acre more or less.

for the sum of Three thousand dollars (\$3000.00) Dollars on account of which One thousand, five hundred dollars (\$1500.00) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged),

and the remainder of One thousand, five hundred Dollars to be paid at \_\_\_\_ in monthly payments of not less than Forty-five (\$45.00) Dollars, inc. 5% Interest payable on the 10 day of each and every month hereafter until the said balance be fully paid, said deferred payments to bear interest at the rate of five per cent. per annum, payable monthly from the date of this instrument, until fully paid; the first of said monthly payments to be made on the 10th day of Sept., 1944.

And the second party, in consideration of the premises, hereby agrees that they will pay all of the taxes becoming due and payable in the year 1945, and all taxes hereafter levied against said property, and public and municipal liens which may be hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof becomes past due, and that all buildings now erected on said premises will be kept insured in favor of the first party against loss or damage by fire in an amount not less than \$1500.00 Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first part as \_\_\_\_ interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party, \_\_\_\_ legal representatives or assigns, shall pay the several sums 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 first party shall give unto the second party, \_\_\_\_ heirs or assigns, upon request at \_\_\_\_ and upon the surrender of this agreement, an Abstract or Title Insurance Policy showing marketable title continued as to \_\_\_\_ and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments and all liens and incumbrances created by the second party, or \_\_\_\_ assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void, or foreclose by strict foreclosure in equity, and in either of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall