

## DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO. CO. 173987

162

#33515

W. E. Aue et ux to Louis M. Joseph et ux

In consideration of the payment to be made as hereinafter provided W. E. Aue and Mildred E. Aue, Vendors, covenant and agree to convey to Louis M. Joseph and Rose Joseph husband and wife, Vendees, the following described real property in Skamania County, State of Washington, to-wit:

Commencing at a point thirty (30) feet south and three hundred sixty (360) feet west of the northeast corner of Lot Nine (9) of section one (1) township two (2) North, Range seven (7) East of W. M.; thence south two hundred thirty six (236) feet; thence east fifty (50) feet; thence north two hundred thirty six (236) feet; thence west fifty (50) feet to the place of beginning, together with all appurtenances thereon or thereunto appertaining.

SUBJECT, However, to the right to use, develop and improve that certain well located on the westerly line of the above described tract together with the land surrounding the same within a radius of 10 feet from the center of the well opening, and the right to use one half of the water of said well, as granted to M. W. Beck et ux by deed dated August 20, 1937, and recorded at page 391 Book "Z" of Deeds, records of Skamania County, Washington, but granting and conveying the rights and privileges reserved and excepted by the terms of said deed.

situated in the Town of Stevenson, County of Skamania, State of Washington.

The purchase price is the sum of \$2428.56 payable as follows: \$1000.00 upon delivery of these presents the receipt whereof is hereby confessed and the balance in monthly installments of \$100.00 or more payable on the 15th day of each month commencing August 15, 1944, together with interest on unpaid balances at the rate of 6 per cent per annum payable annually; provided that in case the Vendees shall pay the full amount of the purchase price within four months from the date hereof no interest thereon shall be chargeable.

The premises hereby agreed to be conveyed are subject to a mortgage made and executed by T. A. Bayless and Lyda Jane Bayless, as Mortgagors to the Equitable Savings and Loan Association, an Oregon Corporation, dated July 11, 1940 and recorded July 16, 1940, at page 189 Book "V" of Mortgages, records of Skamania County, Washington, which said mortgage the Vendees assume and agree to pay as a material part of the consideration hereof. The Vendors covenant and agree that the unpaid balance of said mortgage is the sum of \$1971.44 and should it be ascertained that there is payable thereon any greater sum the amount of such excess may be deducted from the purchase price installments above specified.

There is executed by the Vendors simultaneous with the execution of this contract a warranty deed conveying said premises to the Vendees. The said deed shall be placed in escrow with Bank of Stevenson for delivery to the Vendees upon final payment of the purchase price.

The Vendees covenant and agree to pay before delinquency all taxes hereinafter levied against the said property and to keep the building thereon insured for at least the sum of \$3000.00 with loss, if any, payable first to the mortgagee, second to the vendors, and third to the Vendees.

In case the Vendees shall pay the several installments of principal and interest as above specified to the Vendors and shall seasonably pay the installments of principal and interest payable on the above mentioned mortgage and shall keep and perform all the terms, covenants, and condition herein contained they shall be entitled to receive from the escrow the above mentioned warranty deed but in case of their failure to pay the several installments of principal and interest or to pay the principal and interest following due and become payable upon the above mentioned mortgage as the same shall become due and payable, or shall fail to keep, and perform the covenants, conditions and agreements herein contained, then and in that event the Vendors may at their option terminate this contract and all sums of money paid hereon shall be forfeited to the Vendors as liquidated damages.

Time is of the essence of this agreement, but acceptance of any installment after