

29

DEED RECORD 30
SKAMANIA COUNTY, WASHINGTON

29- YAKIMA BINDERY & PTO. CO. 173967

the original thereof on file in the records of my office.

Dated this 21st day of Feb. 1944.

(Seal of Co. Clerk affixed)

Wilma Schmidt
County Clerk and Ex-officio Clerk of the
Superior Court of the State of Washington
in and for the County of Clark
By Jane West, Dep.

Filed for record March 4, 1944 at 9-00 a.m. by Bernard Newby

Mabel J. Jasse
Skamania County Auditor.

#33167

Frank Daubenspeck et ux to Frances B. Wood

The Vendors, Frank Daubenspeck and Lena E. Daubenspeck, husband and wife, in consideration of the sum of Fifteen hundred fifty and no/100 Dollars, to be paid as hereinafter provided, do hereby covenant and agree to sell and convey unto Frances B. Wood, a widow, Vendee, the following described real property in Skamania County, Washington, to-wit:

Lot fourteen (14) Block five (5) Riverview Addition to the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County.

And the said Vendee agrees to pay the said purchase price as follows, to-wit: the sum of one thousand dollars (\$1000.00) upon delivery of this agreement, and the balance thereof, viz, the sum of five hundred fifty Dollars (\$550.00) in monthly installments of not less than \$25.00 each payable on the 15th day of each month commencing October 15th, 1943, with interest on unpaid balances at the rate of 4% per annum, payable monthly.

The Vendee further promises and agrees to pay all taxes hereafter levied against the said property before delinquency, and to keep the dwelling house thereon insured in at least the sum of \$700.00.

In case the said Vendee pays the said installments and keeps and performs the covenants herein contained, the Vendors will convey the said premises to the said Vendee by a good and sufficient warranty deed, and will at or before the time of delivery of said deed secure and deliver to said Vendee an abstract of title showing merchantable title to said premises in the Vendors. The said deed shall also convey to the said vendee an undivided one half interest in and to the septic tank located on or near the west line of said lot and shall reserve to the vendors, and their successors in interest an undivided one half interest therein, the use thereof to be for the benefit of Lots 13 and 14 in said Block 5, Riverview Addition.

In case the said Vendee shall fail to make the said payments at the time and in the manner herein provided, or shall fail to keep and perform the covenants herein contained, the Vendors may immediately terminate this agreement and take possession of the said real property without any action at law being required. In such event all payments made hereunder shall be forfeited to the Vendors as liquidated damages.

Time is of the essence of this agreement, but acceptance of any payment upon principal or interest after the due date, or waiver of any default, shall not be construed as a waiver of this covenant.

In Testimony Whereof the parties have executed this agreement in duplicate this 18th day of September 1943.

Frank Daubenspeck
Lena E. Daubenspeck
Vendors

Frances B. Wood
Vendee