

DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO., 173987

408

Range 6 E. W. M., thence North 5 rods, thence West 16 rods, thence South 5 rods, thence East 16 rods to the point of beginning. Also a parcel of land beginning at a point 2632 feet South of the quarter of section corner on the north boundary line of Section 34, Twp. 2 North, R. 6 East W. M. and 2660 feet West of the quarter section corner on the east line of said Section 34, Twp. 2 N. R. 6 East W. M. Running thence east 22.44 feet, thence northwesterly 5 rods thence west to intersection with north and south line running through center of said section 34, Twp. 2 N. R. 6 East W. M.: thence south to point of beginning.

for the sum of \$400.00 in lawful money of the United States, to be paid as follows:

\$300.00 upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of the purchase price amounting to \$100.00 to be paid in monthly installments of \$10.00 or more each, beginning on the 15th. day of July, 1945, and payable on the 15th day of each and every month thereafter until paid in full, with interest on the unpaid balance of the purchase price from date, at the rate of none per cent per annum, payable monthly, _____

All of said payments are to be made at Los Altos, California. California, and payments shall first be applied upon interest account and then upon principal.

In the event of failure to make any of said monthly payments for the period of 30 days after the same shall fall due, then these presents shall be null and void, and the party of the first part or his heirs or assigns, shall be released from all obligations in law or equity to convey said property to the party of the second part, and all moneys paid upon this contract shall belong to the party of the first part, as compensation for the use and occupation of the said premises and as a consideration for the making of this contract.

The party of the second part agrees to pay all taxes, fire insurance premiums, and assessments that shall become due on said property after this date.

It is expressly understood and agreed that at any time after the execution of this agreement, the Purchaser shall at the request of the Seller accept a deed conveying the property herein described to the Purchaser, and execute to the Seller, or nominee, a promissory note secured by a mortgage or deed of trust upon said property for the full amount remaining unpaid on this agreement; provided that the terms of said mortgage or deed of trust shall correspond with the terms of this agreement or when the Purchaser has paid upon said purchase price exclusive of interest, assessments and charges herein provided for, such sum or amount that will leave the balance due to the Seller equal in amount of any mortgage or deed of trust which is a lien upon said property, the Seller will convey the said property to the Purchaser subject to said mortgage or deed of trust which said mortgage or deed of trust the Purchaser will assume and agree to pay.

When the party of the second part fulfills all the conditions of this contract a good and sufficient deed of said property shall be executed and delivered by the party of the first part, his heirs, executors, administrators or assigns to the said party of the second part, his heirs or assigns.

Time is of the essence of this contract.

The party of the second part is to have immediate possession of said property.

This contract is not assignable without the written consent of the party of the first part.

All words used in this instrument shall be construed to include the plural as well as the singular number, and the words used therein in the present tense shall include the future as well as the present, and words used in the masculine gender shall include the feminine and neuter.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written in duplicate.