

freely and voluntarily and 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.

Mabel J. Fosse

(Auditor's Seal Affixed)

Auditor of Skamania County, Washington

Filed for record July 17, 1946 at 2:08 p.m. by Grantee.

Mabel J. Fosse
Skamania County Auditor

#35700

Wilbur L. McCarty et ux to Eugene Burke

THE VENDORS, Wilbur L. McCarty and Minnie J. McCarty, husband and wife, in consideration of the sum of seven hundred fifty and no/100 Dollars (\$750.00) to be paid as hereinafter provided, do hereby covenant and agree to sell and convey unto Eugene Burke, a single man, Vendee, the following described real property in Skamania County State of Washington, to-wit;

All that portion of the Northeast quarter of section thirty-five (35) tp 3 N R 7 E. W. m., lying east of the county road known as "Farm to Market Road No 2"; Except, one half acre described as follows; Commencing at the intersection of the center of the above mentioned road with the east line of said sec 35, thence N 37° 59' W along the center of said road 295 feet, thence east to the east line of said sec 35, thence south along said section line to point of beginning.

And the said vendee promises and agreed to pay the Vendors therefor the sum of Seven hundred fifty and no/100 Dollars as consideration, as follows, to-wit; The sum of One hundred and no/100 Dollars (\$100.00) upon delivery of these presents, the receipt whereof is hereby acknowledged, and the balance thereof viz, the sum of Six hundred fifty and no/100 Dollars (\$650.00) in three annual installments of not less than \$216.66 payable on the 1st day of August commencing August 1st 1947, with interest on unpaid balances at the rate of 6% per annum payable annually.

The vendee promises and agrees to pay before delinquency all taxes and other assessments that may be levied against the said premises.

If the said vendee shall make the payments aforesaid and keep and perform the covenants herein contained, the vendors will make and deliver to the said vendee a good and sufficient deed conveying said premises to the vendee free and clear of incumbrances save and except such as may be incurred or suffered by the vendee and will procure one half of premium to be paid by vendee, and deliver to the vendee a policy of title insurance showing the said premises free from incumbrances as aforesaid; but in event of default in the payment of the said purchase price or any installment of principal or interest at the time and in the manner herein provided, or in event of any default in the performance of any covenant herein contained, the vendors may immediately terminate this agreement and take possession of the said premises, and the vendee agrees in such event to quietly and peaceably surrender the same, and forfeit as liquidated damage all moneys paid hereon; provided, if it becomes necessary for the vendors to bring any action for possession, or to quiet title to said premises, the vendee agrees that there may be included in the judgment rendered in such action a reasonable sum to be determined by the court for attorney fee.

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

Dated this 15th day of July 1946.

Wilbur L. McCarty

Minnie J. McCarty
Vendors