

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

#38255

Ralph R. Jones et ux to Wm. G. Handy et ux

THIS AGREEMENT, Made this 18th day of December, 1947, between Ralph R. Jones and Mildred M. Jones, husband and wife, hereinafter called the seller, and Wm. G. Handy and Darline L. Handy, husband and wife, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit:

Commencing at the N.W. corner of the West  $\frac{1}{2}$  of the N.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 36, T. 4, North, of Range 7  $\frac{1}{2}$  E.W.M., thence east 448 feet; thence south 212 feet; thence east 212 feet; thence south 910 feet; thence west 660 feet; thence north 1122 feet to the place of beginning, containing 16 acres, more or less, excepting therefrom exactly three acres rectangular in shape on the south end of the property herein contracted to be sold and also excepting therefrom approximately one acre as described in deed to Geo. J. Market and Mildred E. Market, recorded in Deed Record "Z" of Skamania County, Washington, at page 316 on June 12, 1937, at 10:17 a.m.

for the sum of Twelve hundred (\$1,200.00) Dollars on which the buyer has paid the sum of Three hundred (\$300.00) dollars, the receipt whereof is hereby acknowledged.

And the buyer in consideration of the premises, hereby agrees to pay to the seller, at Stevenson, Washington, the remaining principal, with interest at the rate of six per cent, per annum, at the times and in the manner following: at the rate of not less than Fifteen Dollars (\$15.00) per month month (including accrued interest) commencing on the 18th day of January, 1948, and a like payment of \$15.00 on the 18th day of each and every month thereafter until the full amount of principal and interest has been paid.

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$None payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all lien and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified; without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert in the seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached