

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

215

#38577

Hal F. Marion et ux to Irene White

## AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November, 1948, by and between HAL F. MARION and RUTH E. MARION, husband and wife, hereinafter called the "sellers", and IRENE WHITE, hereinafter called the "purchaser",

W I T N E S S E T H:

The sellers agree to sell to the purchaser and the purchaser agrees to purchase of the sellers the following described real property, with the appurtenances, situate in the County of Skamania, State of Washington, to-wit:

That portion of land lying in the Southwest quarter of Section 17, Township 1 North Range 5 East of the Willamette Meridian in Skamania County, Washington Beginning at a point 1850 feet East of the S.W. corner of Section 17 on the south line - going due North 268.5 feet more or less to the State Highway #8 line, thence Easterly along the highway right-of-way to the East line of the S.W. quarter / thence due South to the S.E. corner of the S.W. quarter thence West to the point of beginning.

## UPON THE FOLLOWING TERMS AND CONDITIONS:

1. The purchase price is Six Thousand (\$6,000.00) Dollars, of which the sum of Thirteen Hundred (\$1,300.00) Dollars has been paid, receipt of which is hereby acknowledged, and the balance of said purchase price with interest thereon at the rate of 6% per annum shall be paid as follows: The sum of \$40.00 on or before December 1, 1948 and the same sum on or before the first day of each and every month thereafter until the balance of the purchase price with interest has been paid in full. The monthly payments of \$40.00 shall be allocated by the sellers, first to interest and then to principal.
2. The purchaser shall have the right to take possession of the premises upon the date of execution of this agreement.
3. The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien upon said premises.
4. The purchaser assumes all risks and hazards of damage to or destruction of any improvements now on said real property or hereafter placed thereon, and of the taking of said premises or any part thereof for public use.
5. The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire or other casualty in some company acceptable to the sellers and for the benefit of the sellers as their interest may appear and to pay all premiums therefore and to deliver all policies and renewals thereof to the sellers.
6. In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the sellers may make such payment and any amount so paid by the sellers, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser upon demand, all without prejudice to any rights the sellers might have by reason of such default.
7. The purchaser agrees that full inspection of said described premises has been made and that neither the sellers nor their assigns shall be held to any covenant respecting the condition of any improvements on said premises.
8. The sellers agree upon full payment of the purchase price together with interest thereon to make, execute and deliver to the purchaser a good and sufficient warranty deed of said real property and a policy of title insurance showing the property to be free and clear of encumbrances.
9. Time is of the essence of this agreement. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture and cancellation of this contract and upon