

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

John J. McBride
Notary Public in and for the State of Washington,
residing at Vancouver

Filed for record March 6, 1950 at 1-45 p.m. by Sam Samson.

John C. Wacker
Skamania County Auditor

#40460 John W. Clabaugh et ux to Meldrum Clayton DuBay et ux.

This agreement, made the 6th day of March, 1950, between John W. Clabaugh and Juanita C. Clabaugh, husband and wife, parties of the first part, hereinafter called the vendors, and Meldrum Clayton DuBay and Elsie E. DuBay, husband and wife, hereinafter called the vendees, witnesseth:

That in consideration of the covenants and agreements on the part of the vendees hereinafter contained, the said vendors agree to sell and convey to the said vendees, and the said vendees agree to buy, all that certain tract of land particularly bounded and described as follows, to wit:

Beginning at the Southwest corner of Lot 9 of the Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington, and running thence Westerly along the North line of State Highway No. 8 to a distance of 310 feet to the point of beginning of the tract herein described; thence Westerly along the said North line of said Highway a distance of 35 feet; thence at right angles Northerly a distance of 64 feet; thence Easterly and parallel with the North line of said Highway 35 feet; thence Southerly to the point of commencement a distance of 64 feet, more or less.

Beginning at the Southwest corner of Lot 9 of the Normandy Tracts, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County; and running thence Westerly along the North line of State Highway No. 8 a distance of 310 feet, thence at right angle Northerly a distance of 64 feet to the initial point of the tract hereby described; thence from said initial point in a Westerly direction parallel to State Highway No. 8 a distance of 35 feet, thence at right angle Northerly a distance of 50 feet, thence at right angle Easterly a distance of 35 feet, thence at right angle Southerly a distance of 50 feet to the point of beginning,

together with all furniture as contained therein, for the sum of \$3,000.00 lawful money of the United States, to be paid as follows:

The sum of \$350.00, payable at the time of the execution of this agreement, and the sum of \$40.00 or more per month payable on or before the 6th day of each and every month hereafter including interest at the rate of 6% per annum on deferred payments; said interest to be payable at the time and manner of paying the principal payment, and the said vendees agree to make such payments as and when due.

And it is mutually covenanted and agreed between the parties hereto that the said vendees shall be let into possession of said premises immediately; and that if the said vendees shall fail to pay the said installments, or any of them, when due, the said vendors shall be released from all obligation, both at law and in equity, to convey said property; and, in such event, the vendees shall forfeit all right to said property, and all payments theretofore made by them shall be forfeited to the said vendors.

The said vendors, upon receiving payments, at the time and in the manner hereinbefore specified, agree to execute and deliver to the said vendees, or their assigns, a good and sufficient deed, conveying the title to said property, free and clear of all encumbrances.