

47668

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FOR AND IN CONSIDERATION of the premises hereinafter set out.

Frances M. Acton,

3409 Main St. Vancouver, Washington.

hereinafter called the seller, agrees to sell, and Dell Rynerson, Bolin Court, Apt. 19,  
Toppenish, Washington., hereinafter called the buyer,  
agrees to buy the following described real estate, situate in the County of Skamania

State of Washington, more particularly described as follows, to-wit: The Northwest Quarter of the Northwest Quarter of Sec. 2, Twp. 1 North, Range 5, E. W. M. and: commencing at a point in the center of the County Road 7.58 chains north of the quarter section corner on the line between Sec. 2 and 3 in said Township and Range, and running thence North 18° 25' East 6 chains; thence North 58° 38' East 4.71 chains; thence North 58° 16' East 2.02 chains; thence North 56° 15' East 2 chains; thence North 61° 18' East 1.87 chains; thence South 87° 3' East 9 chains; thence North 1.77 chains; thence West 20 chains to the section line between sections 2 and 3 in said township and range; thence South 12.87 chains to the point of beginning, and; The Southeast quarter of the Southwest quarter, and the west one half of the Southeast quarter and the Southwest quarter of the Northeast quarter of Sec. 35, Twp. 2 North, Range 5 E. W. M. EXCEPTING therefrom all water rights and easement rights reserved by James H. Miller and Lillie Gunther Miller, as set forth in deed of conveyance dated January 14, 1908, rec. Vol. "L", page 14, rec. deeds, Skamania Co., Wn. for the sum of sixty five hundred, - (\$6,500) Dollars (\$1,000.00 Dollars One Thousand - - - - -) of which is to be paid on signing of this agreement, the receipt of which is hereby acknowledged.

and including Five Hundred - - - - - (\$ 500.00) Dollars, with interest from date at the rate of 6 per cent. per annum, as follows: Beginning on the 1st day of November, 1955, and on the same day in each and every month thereafter the sum of \$500.00, or more including interest on principal remaining unpaid on said day, and the balance on until paid in full, regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$-----, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

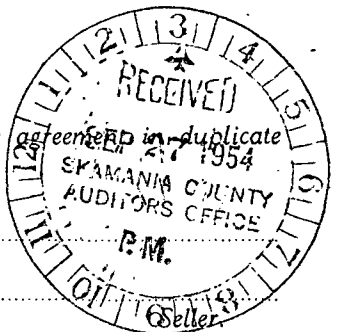
When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

The seller will furnish a policy of title insurance to these premises to be prepared by the Clark County Abstract & Title Co. at any time upon demand of the buyers, provided they shall advance the money for the same in addition to the payments above required, but which advancement shall be deducted from the final payment due hereunder, and the seller shall not be called upon to have same brought down to the date of the last payment, said title insurance policy to show marketable title, free from incumbrances.

The purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this  
this 21st day of Sept., 19 54.



Witnesses:  
Leslie R. Rimmer  
Agnes Rimmer

Frances M. Acton  
Dell Rynerson  
Buyer.

