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BOOK

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THIS AGREEMENT, Made this 29th day of July, 1950  
 between Maudie E. Henke, a widow, hereinafter called the seller,  
 and Herbert A. Marsh and Marie Marsh, husband and wife, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as herein after 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 a point 150 feet north of the southeast corner of the northwest quarter of the southeast quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 22, Township 3 North, Range 8 E $\frac{1}{2}$  W. M.; thence west 60 rods to the west line of the said northwest quarter of the southeast quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ); thence north 150 feet; thence east 60 rods to the east line of the said northwest quarter of the southeast quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ); thence south 150 feet to the place of beginning.

for the sum of One thousand four hundred Dollars  
 on which the buyer has paid the sum of One hundred thirty

dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at Carson, Washington the remaining principal, with interest at the rate of 4 per cent. per annum, at the times and in the manner following:

The sum of Twenty-five Dollars (\$25.) per month commencing on the 25th day of August, 1950, and a like payment of \$25.00 on the 25th day of each and every succeeding month until the remaining principal and interest is fully 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 \$10,000, payable to the seller or 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 liens 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 to and re-vest 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.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

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 hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

Abstract or title insurance and fire insurance policies to remain in possession of the seller until final payment is made.

The buyers are entitled to the possession of said premises during compliance with the terms of this contract.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses

Mrs. Nellie E. Jensen  
Mrs. Ruth Miller

Herbert A. Marsh

Marie Marsh

(her f Mark)

Seller.

Buyer.

