

WILLS TO NELLOR.

THIS AGREEMENT, made this 28th day of January, 1913 between P.S.O. Wills, a single man of Stevenson, Wash party of the first part and Chas. H. Nellor, of Stevenson Wash party of the second part.

WITNESSETH, that in consideration of the stipulation herein contained, and the payments to be made as hereinafter specified, the party of the first part agrees to sell unto the party of the second part, and the party of the second part agrees to purchase from the party of the first part the following described real property situated in the County Skamania State of Washington, and more particularly known and described as follows, to-wit: Beginning at a point 290 feet north of the NW corner of 5 in Block 1 in Rose Lawn addition the the town of Stevenson, which is a point on the N. Side of a 50 foot street running W. from the intersection of School street with Hot Springs Alameda St. to be laid out and dedicated dedicated to the public, thence E. 90 feet to West side of said Hot Springs Alameda, thence northerly along west side of said Alameda 85 feet, thence westerly 100 feet to a point 100 feet due north of a point 10 feet due east of the place of beginning, thence southerly along the curve of a certain 50 foot street to be laid out and dedicated to a point 50 feet north of the place of beginning thence 50 feet south to place of beginning. for the sum of Three Hundred and fifty (\$350.00) Dollars on which the said party of the second part has paid the sum of One Hundred (\$100.00) Dollars the receipt whereof is hereby acknowledged, and the said party of the second part, in consideration of the premises, hereby agrees to pay the said party of the first part, at Stevenson, Wash., the remaining principal, with interest at the rate of eight per cent per annum, at the times and in the manner following. Ten Dollars on or before the 15th day of each and every month hereafter until paid in full, interest payable annually from the date above written.

It is still further agreed that the party of the second part shall have the electric light post of the Skamania Light and Power Co. removed from the premises as soon as the above mentioned street shall have been laid out and dedicated. And the said party of the second part, in consideration of the premises hereby agrees that he will regularly and seasonably pay all taxes and assessment which may be hereafter lawfully imposed on said premises. All improvements placed thereon shall remain, and shall not be removed before the final payment is made for said above described premises as above agreed. In case said party of the second part or 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 said party of the first part will make unto the said party of the second part or his heirs or assigns, upon request at Stevenson, Wash. 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 said second party or his assigns.

But in case the said party of the second part shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, without any failure or default, the times of payment being declared to be

the essence of this agreement, then the party of the first part shall have the right to declare this agreement null and void, and in such case all the rights and interest hereby created or then existing in favor of the said party of the second part, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and re-vest in said party of the first, ^{part} without any declaration of forfeiture or act of re-entry, or without any other act by said party of the first part to be performed, and without any right of the said party of the second part 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 hereto and countersigned by P.S.C. Wills for which purpose this agreement shall be sent to P.S.C. Wills and no agreement or condition or relations between the party of the second part and his assignee, or any other person acquiring title or interest from or through him shall preclude the party of the first part from the right to convey the premises to the said party of the second part or his assigns on the payment of the unpaid portion of the purchase money which may be due to the party of the first part.

IN WITNESS WHEREOF, the said parties of the first and second parts have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses:

W.P. Powers.

P.S.C. Wills.

E.C. Hamilton.

Chas. H. Nellor.

State of Washington,)
County of Skamania,) ss

I, Raymond C. Sly, a Notary Public in and for the said State, do hereby certify that on this 24th day of February, 1915, personally appeared before me P.S.C. Wills a single man to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Notarial Seal)
Commission expires Feb. 2, 1917.

Raymond C. Sly,
Notary Public in and for the State
of Washington, residing at
Stevenson.

Filed for record by Chas. H. Nellor, on Feb. 24, 1915, at 4:30 P.M.

Chas. H. Nellor

County Auditor.