

HAMILTON TO ERTL.

THIS AGREEMENT, Made this 8th day of Margh, 1913, between Maggie E. Hamilton and E.C.Hamilton her husband parties of the first part and John Ertl party of the second part. :

WITNESSETH: That in consideration of the stipulation herein contained, and the payments to be made as hereinafter specified, the parties of the first part agree to sell unto the party of the second part, and the party of the second part agrees to purchase from the parties of the first part the following described real property situated in the County of Skamania, State of Washington, and more particularly known and describes as follows, to-wit: Beginning at a point 25.65 rods west of the southeast corner of Lot numbered One in Section 36, Tp.3 North, Range 7 East W.M.; thence North 32 rods; thence West 24.68 rods; thence South 32 rods; thence East 24.68 rods to place of beginning, containing 4.93 acres more or less, together with the right to use a strip of land (.97) ninety-seven hundredths rod wide along the entire west side of the above described tract, as an outlet or road for the sum of Six Hundred Twenty-Five dollars on which the said party of the second part has paid the sum of Ninety-six 50/100 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 parties of the first part, at _____ the remaining principal, with interest at the rate of 7 per cent. per annum, at the times and in the manner following:

Ten Dollars each and every month excepting January and February of each year until the principal and interest are paid in full. 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 assessments 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 the said party of the second part 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 parties of the first part will make unto the said party of the second part, his heirs or assigns, upon request at _____ 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 parties of the first part 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 said parties of the second part, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in said parties of the first part, without any declaration of forfeiture, or act of re-entry, or without any other act by said parties 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 Maggie E.Hamilton or E.C.Hamilton for which purpose this agreement shall be sent to _____ 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