

REAL ESTATE CONTRACT

IT IS HEREBY MUTUALLY AGREED by and between Thomas B. Smith, of Chehalis, Washington, a single man the party of the first part, and Neva Wood Page the party of the second part, that the said party of the first part will sell to the said party of the second part, her heirs and assigns, the said party of the second part will purchase of the said party of the first part, his heirs, executors or administrators, the following described lot, tract, or parcel of land situated in Skamania County, State of Washington, to-wit:

Beginning at a point 30 feet South and 682 feet West of the North East Corner of the North East Quarter of the North West Quarter of Section Twenty Eight; Township Three, North Range Eight East of the Willamette Meridian, running thence South 264 feet; thence West 156 feet; thence North 264 feet; thence East 156 feet to the point of beginning, the same being a tract containing one acre.. With the appurtenances thereunto belonging, on the following terms:

1st. The purchase price for said land is Two hundred twenty five Dollars, of which the sum of Fifty Dollars, has this day been paid as earnest, the receipt whereof is hereby acknowledged by said party of the first part: and the further sum of One hundred seventy five dollars to be paid on or before the 1st day of January 1914. with interest thereon from this date until paid at the rate of 6% per cent per annum

2nd. That party of the second part shall also pay all taxes and assessments which may be levied or may accrue against said lands, or any part thereof, from this day.

3rd. Said land to be conveyed by a good and sufficient deed to said party of the second part when said purchase price shall have been fully paid.

4th. Time is the essence of this contract, and in case of failure of the said party of the second part to make either of the payments or perform any of the covenants on her part, this contract shall be forfeited and determined at the election of the said party of the first part; and the said party of the second part shall forfeit all payments made by her on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by him sustained; and he shall have the right to re-enter and take possession of said lands and premises, and every part thereof. It is mutually agreed between the contracting parties that the purchaser may make his payments on this contract by paying money to sellers credit with bank of Stevenson.

Witness our hands and seals in duplicate this 7th day of July A.D. 1913.

Signed, Sealed and Delivered in the Presence of

Vesta I. Clinton

Thomas B. Smith (Seal)

Walter M. Clinton

State of Washington)
County of Lewis) ss

This is to certify, That on this 7th day of July A.D. 1913, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Thomas B. Smith to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal, the day and year in this certificate first above written

Walter M. Clinton

(Notarial Seal)

Notary Public in and for the State of Washington residing at Adna.

Commission expires Jan. 29 1915

Filed for record by A.N. Page on July 15th 1913. at 8:30 A.M.

H. Swisher

CO. Auditor.

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