

to the true intent and tenor thereof, then the said party of the first part will make unto the said party of the second part his heirs or assigns, upon request at and upon the surrender of this agreement, a good and sufficient deed of conveyance conveying said premises in fee simple free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments, and all liens and incumbrances created by said 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, the time of payment being declared to be of 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 right 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 and re-vest in the party of the first part without ^{any} declaration of forfeiture or act of re-entry, or without any other act by party of the first part to be performed and without any right of said party of the second part of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

IN WITNESS WHEREOF, the said parties hereunto set their hands in duplicate the day and year first above written.

In Presence Of

Peter Gavin

Owner

W.A. Wendorf

Purchaser

Filed for record by Wm. Wendorf on Nov. 25, 1913

H. Swisher,

County Auditor

PAYNE TO CHRIST et al

THE GRANTORS, Clyde A Payne and Judith I Payne, his wife, of the county of Skamania, in the state of Washington, for and in consideration of Ten (\$10.00) Dollars in hand paid, convey and warrant to Fannie H. Christ, wife of Philip Christ and Lillian E Harper wife of Ira H Harper, the following described real estate situated in the county of Skamania, State of Washington, to-wit:

Beginning at a point Twelve hundred thirty-nine and six-tenths (1239.6) feet East of the corner to Sections Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), Township One (1) North of Range Five (5) East of the Willamette Meridian; thence North Fourteen hundred fifty-six and seven-tenths (1456.7) feet; thence East Eighty-three (83) feet to the line between the East and West halves of the Southwest quarter (SW $\frac{1}{4}$) of Section Seventeen (17); thence North One hundred seventy (170) feet to the South line of John Johnson tract; thence East Thirteen hundred thirty-five (1335) feet to the East line of the Southwest quarter (SW $\frac{1}{4}$) of Section Seventeen (17); thence South Fifteen hundred eighty-four (1584) feet to the quarter corner between Sections Seventeen (17) and Twenty (20); thence West Fourteen hundred twelve (1412) feet to the place of beginning, containing Fifty-one and eighty-three hundredths (51.83) acres, more or less except a mortgage of \$3000.00 given the American Freehold Land Mortgage Company of London with interest not yet due which the grantees assume and agree to pay.

Dated this 1st day of October, 1913.

Executed in Presence of

A. Burnham

Clyde A Payne

(Seal)

Judith I. Payne

(Seal)

State of Washington) }
County of Clarke } ss.

This is to certify that on this 1st day of October, 1913, before me, a Notary Public in and for the State of Washington, duly commissioned, sworn and qualified, per-