

## HAMILTON TO POWERS.

THIS AGREEMENT, Made this 3rd day of May, 1912, between Maggie E. Hamilton and E.C. Hamilton, her husband parties of the first part and W.P. Powers 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 described as follows, to-wit: a parcel of land in the eastern part of Lot 12 in Section 36 Tp. 3 North, Range 7 $\frac{1}{2}$  E.W.M. and described more particularly as follows: Commencing at the S.W. corner Lot 12, thence South 120.6 ft. to North side of S.P. & S. Ry. right of way, thence in a Northwesterly direction along North side of said right of way and county road 846 feet to place of beginning; thence in a northeasterly direction along the north side of the S.P. & S. Ry. and County Road 474 feet more or less; thence north along the east side of Lot 12 473 feet; thence North 21 deg. 30 min. W. 368 feet; thence South 63 deg. 12 min. E. 311.8 feet; thence north 53 deg. W. 66 feet to a point north of the place of beginning; thence South 804 feet more or less to the place of beginning, containing 8.35 acres more or less, which tract is known also as Lot 4 Columbia Home (Tracts), surveyed by Walter Attwell. for the sum of Seven hundred forty five and 67/100 (\$745.67) Dollars on which the said party of the second part has paid the sum of ninety (\$90.00) 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 parties of the first part, at Stevenson, Wash. the remaining principal with interest at the rate of seven (7) per cent. per annum, at the times and in the manner following: One hundred and fifty (\$150.00) with interest payable annually on the first day of November of each year until paid in full, said parties of first part agreeing to free said tract of all incumbrances when party of second part shall have paid  $\frac{1}{2}$  purchase price of said tract. 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 apyment 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 party 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.