

HAMILTON to HOOKER.

CONTRACT.

THIS AGREEMENT, Made this 16th day of Feb. 1915 between Maggie E. Hamilton and E.C. Hamilton, her husband parties of the first part and TRAVIS EDWARD HOOKER AND MYRTLE MAY HOOKER husband and wife, parties 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 parties of the second part, and the parties of the second part agree 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: Commencing at the S.W. Cor. Lot 3 Columbia Home Tracts according to the official survey thereof <sup>and of record</sup> in the records of Skamania Co. Wash, thence North 377 feet, following the west boundary of said Lot 3, thence <sup>255 feet to the</sup> East boundary of said lot 3, thence following the east line thereof south 319 feet more or less to the S.E. corner thereof, thence in a southwesterly direction about 255 feet (Following the south boundary thereof) to the place of beginning containing 2 acres more or less in Sec. 36, Tp.

3 N.R., 7 $\frac{1}{2}$  E.W.M. on which the said party of the second part has paid the sum of \$47.10. <sup>TWO HUNDRED SEVENTY DOLLARS</sup> Dollars, the receipt whereof is hereby acknowledged. And the said parties 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; Four Dollars and accrued interest on or before the 29th day of each month after April 1915, <sup>December</sup> excepting January, and February and March of each year. And the said parties of the second part, in consideration of the premises, hereby agrees that they 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 parties 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 parties of the second part their 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 parties of their assigns.

But in case the said parties 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 interest 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 an re-vest 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 parties of the second part of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly, fully and perfectly as if this agreement <sup>never</sup> has never been made.