

SEALY.

to

HARAN ET-AL.

AGREEMENT:

THIS AGREEMENT, made in triplicate this 13th day of ~~April~~ May, 1918, by and between John Sealy, unmarried, of Portland, Oregon, and ~~James A. Horan~~ of Portland, Multnomah County, State of Oregon, and J.R. Fortier of ~~State of Oregon~~ State of Oregon, parties of the second part.

WITNESSETH: That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the party of the first part hereby agrees to sell and the parties of the second part hereby agree to the purchase the following described real property situated in the County of Skamania, State of Washington, to-wit:

The east half of the northeast quarter of Section seven (7) in Township three (3) north of Range ten (10) east of the Willamette Meridian containing eighty (80) acres for the sum of Fifteen Hundred (\$1500.00) dollars payable as follows, Five Hundred Dollars in cash upon the execution and delivery of this contract, receipt of which is hereby acknowledged, and one thousand dollars, (\$1000.00) payable one or before three years from the date hereof. All deferred payments shall bear interest from date hereof at the rate of seven per cent per annum, payable half yearly from date until paid, payable at the office of Sealy-Dresser Co., Portland, Ore.

Said second parties for themselves, their heirs and legal representatives, hereby agree to pay said sums of money in accordance with the terms of this agreement, and to pay all taxes and assessments which may hereafter fall due upon or against said real property or any part thereof, or upon any improvements thereon including the taxes for the year 1917, and to keep said premises free and clear of all liens; and they hereby expressly covenant that they will not do any act by which any lien upon said real property or upon any improvements which they may place thereon shall be incurred.

It is hereby expressly stipulated and agreed that upon default in the payment of any of said deferred payments either principal or interest the whole of said unpaid purchase price with all interest thereon shall forthwith become due and payable at the first. Said first party agrees that provided said second party shall fulfill the conditions and agreements upon their part herein contained and upon full payment of said purchase price and interest at the times and in the manner herein provided, (time and the exact performance of all such agreements, conditions and payments being of the essence of this contract), said first party, his heirs, or assigns, shall and will convey said real property to the said second parties, their heirs or assigns, by a good and sufficient deed, which deed shall contain covenants of general warranty of title of said first party, at the present time, subject however, to a right of way thereon for ditches or canals constructed by authority of the United States, free from all incumbrances now existing, and shall contain covenants of special warranty against the acts of said first party and all claiming under him since this date, except as to taxes and assessments herein agreed to be paid by said second parties.

If said second parties shall fail at any time before as much as \$1000.00 has been paid on account of the principal of said purchase price, to pay promptly as herein provided, any of said deferred payments of with or principal or interest which may hereafter fall due and before they become overdue, the party of the first part shall have the right