

MATTHEW A. MARTIN ET UX TO MOSES H. WHITE

IT IS HEREBY MUTUALLY AGREED BETWEEN MATTHEW A. MARTIN AND GERTRUDE E. MARTIN, HIS WIFE PARTIES OF THE FIRST PART AND MOSES H. WHITE PARTY OF THE SECOND PART, THAT THE PARTIES OF THE FIRST PART WILL SELL TO THE PARTY OF THE SECOND PART, AND THE PARTY OF THE SECOND PART, WILL PURCHASE OF THE PARTIES OF FIRST PART, THEIR HEIRS, ADMINISTRATORS, EXECUTORS OR ASSIGNS, THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN SKAMANIA COUNTY, WASHINGTON, TO WIT:

SE $\frac{1}{4}$  OF NW $\frac{1}{4}$  OF NE $\frac{1}{4}$  AND E $\frac{1}{2}$  OF SW $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SEC. 26 Tp. 3 N. R. 7 E. W.M. CONTAINING 30 ACRES;

ALSO THE FOLLOWING DESCRIBED TRACT; BEGINNING AT THE NE CORNER OF THE NW $\frac{1}{4}$  OF THE NE $\frac{1}{4}$  OF SECTION 26 Tp. 3 N R 7 E. W.M., RUNNING THENCE EASTERLY FOUR RODS, THENCE SOUTHERLY FORTY RODS, THENCE WESTERLY FORTY-FOUR RODS, THENCE NORTHERLY FORTY RODS, THENCE EASTERLY FORTY RODS TO THE PLACE OF BEGINNING CONTAINING 11 ACRES.

WITH THE APPURTENANCES THEREUNTO BELONGING, ON THE FOLLOWING TERMS;

1, THE PURCHASE PRICE OF SAID REAL ESTATE IS ELEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$1150.00), OF WHICH THE SUM OF TWO HUNDRED AND NO/100 DOLLARS (\$200.00) HAS THIS DAY BEEN PAID AS EARNEST THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THE SAID PARTIES OF THE FIRST PART, AND THE FURTHER SUM OF NINE HUNDRED FIFTY AND NO/100 DOLLARS TO BE PAID IN ANNUAL INSTALLMENTS OF TWO HUNDRED DOLLARS AS FOLLOWS; \$200.00 OCT 1ST 1920; \$200.00 OCT 1ST 1921; \$200.00 OCT 1ST 1922; \$200.00 OCT 1ST 1923; AND FINAL PAYMENT OF \$150.00 OCT 1ST 1924 UNTIL THE WHOLE AMOUNT SHALL HAVE BEEN PAID, TOGETHER WITH INTEREST ON SAID DEFERRED PAYMENTS AT THE RATE OF SIX PER CENT PER ANNUM, INTEREST PAYABLE ANNUALLY.

2, THE SAID REAL ESTATE SHALL BE CONVEYED BY A GOOD AND SUFFICIENT DEED TO THE SAID PARTY OF THE SECOND PART WHEN THE SAID PURCHASE PRICE SHALL HAVE BEEN FULLY PAID, AND THE COVENANTS AND AGREEMENTS HEREIN PROVIDED FULLY PERFORMED BY THE SAID PARTY OF THE SECOND PART

3, TIME IS OF THE ESSENCE OF THIS CONTRACT,

4, THE SAID PARTY OF THE SECOND PART SHALL PAY, ON OR BEFORE THE SAME SHALL BECOME DUE AND PAYABLE, ALL TAXES, CHARGES OR ASSESSMENTS THAT MAY HEREAFTER BE LAWFULLY LEVIED AGAINST SAID PROPERTY.

5, THE SAID PARTY OF THE SECOND PART SHALL AND MAY HAVE THE IMMEDIATELY POSSESSION OF SAID PREMISES, AND MAY RETAIN THE SAME SO LONG AS HE SHALL FAITHFULLY PERFORM THE CONDITIONS OF THIS CONTRACT, AND NO LONGER AND IN CASE OF THE DEFAULT OF THE SAID PARTY OF THE SECOND PART IN THE PAYMENTS ABOVE SPECIFIED, OR IN THE PERFORMANCE OF ANY OF THE COVENANTS OR AGREEMENTS HEREIN CONTAINED AND TO BE PERFORMED UPON HIS PART, ALL RIGHTS OF SAID PARTIES OF THE SECOND PART HEREUNDER SHALL CEASE, ALL PAYMENTS THERETOFORE MADE SHALL BE FORFEITED TO THE SAID PARTIES OF THE FIRST PART; AND THE SAID PARTY OF THE FIRST PART MAY IMMEDIATELY RE-ENTER SAID PREMISES AND TAKE POSSESSION THEREOF.

6, THE SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO CUT THE TIMBER STANDING AND BEING UPON THE SAID PREMISES UPON PAYMENT TO THE SAID PARTIES OF THE FIRST PART THE SUM OF \$.75 PER THOUSAND FEET, OR CORD, OR IN LIEU THEREOF, DEPOSITING WITH THE SAID FIRST PARTIES GOOD AND SUFFICIENT