

J. H. DODSON ET UX, ET AL TO H. J. LANKINS ET UX

THIS AGREEMENT, MADE AND ENTERED INTO THIS 10TH DAY OF DECEMBER, 1921, BETWEEN J. H. DODSON AND GLADYS M. DODSON, HIS WIFE, HENRY W. HOLLOWAY AND FRANCES HOLLOWAY, HIS WIFE, PARTIES OF THE FIRST PART, AND H. J. LANKINS AND MAMIE E. LANKINS, HIS WIFE, PARTIES OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE PAYMENTS TO BE MADE AS HEREINAFTER PROVIDED, PROMISE AND AGREE TO SELL AND CONVEY TO THE SAID PARTIES OF THE SECOND PART, AND THE SAID PARTIES OF THE SECOND PART PROMISE AND AGREE TO PURCHASE FROM THE PARTIES OF THE FIRST PART, THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE COUNTY OF SKAMANIA, WASHINGTON, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP THREE NORTH OF RANGE SEVEN OF THE WILLAMETTE MERIDIAN, RUNNING THENCE EAST TWENTY RODS, THENCE NORTH EIGHTY RODS, THENCE WEST TWENTY RODS, THENCE SOUTH EIGHTY RODS TO THE PLACE OF BEGINNING CONTAINING TEN ACRES.

ALSO. COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP THREE NORTH OF RANGE SEVEN EAST OF THE WILLAMETTE MERIDIAN, RUNNING THENCE WEST TWENTY RODS, THENCE NORTH EIGHTY RODS, THENCE EAST TWENTY RODS, THENCE SOUTH EIGHTY RODS TO THE PLACE OF BEGINNING, CONTAINING TEN ACRES.

FOR THE SUM OF \$900.80, OF WHICH THE SUM OF \$430.17 HAS BEEN PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE BALANCE OF SAID PURCHASE PRICE TO BE PAID AS FOLLOWS: \$145.14 ON OR BEFORE THE 30TH DAY OF OCTOBER, 1922; \$95 ON OR BEFORE THE FIRST DAY OF JANUARY, 1923; AND \$230.49 ON OR BEFORE THE 31ST DAY OF DECEMBER 1923, WITH INTEREST ON THE DEFERRED PAYMENTS AT THE RATE OF SIX PER CENT PER ANNUM PAYABLE ANNUALLY TO THE BANK OF STEVENSON FOR THE USE OF THE PARTIES HERETO AS FOLLOWS: SAID FIRST DEFERRED PAYMENT SHALL BE PAID BY THE ^{SAID} BANK OF STEVENSON TO THE SAID J. H. DODSON; SECOND INSTALLMENT OF \$95.00 TO BE PAID BY THE SAID BANK OF STEVENSON TO E. C. HAMILTON, IN FULL SETTLEMENT OF COMMISSION FOR THE SALE OF THE LANDS HEREIN DESCRIBED; THE FINAL PAYMENT TO BE PAID BY THE SAID BANK OF STEVENSON TO THE SAID HENRY W. HOLLOWAY.

THE SAID PARTIES OF THE FIRST PART PROMISE AND AGREE THAT UPON FULL PAYMENT OF THE PURCHASE PRICE AS HEREIN PROVIDED, THE FAITHFUL PERFORMANCE OF THE COVENANTS HEREIN CONTAINED, BY THE PARTY OF THE SECOND PART, THEY WILL EXECUTE TO THE SAID PARTIES OF THE SECOND PART A GOOD AND SUFFICIENT DEED CONVEYING SAID PREMISES IN FEE SIMPLE TO THE SAID PARTIES OF THE SECOND PART FREE AND CLEAR OF ALL INCUMBRANCES WHATSOEVER INCURRED BY OR SUFFERED BY THE SAID PARTIES OF THE FIRST PART OR THEIR PREDECESSORS IN INTEREST, SAVE AND EXCEPT A CERTAIN MORTGAGE FOR THE SUM OF \$1000.00 MADE AND EXECUTED BY J. H. DODSON AND GLADYS DODSON, HUSBAND AND WIFE, AND JULIA E. BECK, DATED MARCH 27, 1916, AND RECORDED AT PAGE 169 BOOK "N", OF MORTGAGE RECORDS OF SKAMANIA COUNTY, WASHINGTON, UPON WHICH SAID MORTGAGE THERE IS NOW UNPAID THE SAID PRINCIPAL SUM OF ONE THOUSAND (\$1000.00) DOLLARS AND INTEREST AT THE RATE OF SEVEN PER CENT PER ANNUM FROM THE 27TH DAY OF MARCH, 1921, AND WHICH SAID MORTGAGE AND INTEREST, SAID PARTIES OF THE SECOND PART ASSUME AND AGREE TO PAY AS THE SAME BECOMES DUE, BUT IN CASE THE SAID PARTIES OF THE SECOND PART SHALL FAIL TO PAY THE SEVERAL SUMS OF MONEY DUE HEREON AT THE TIME AND IN THE MANNER HEREIN PROVIDED, OR SHALL FAIL TO KEEP AND