

HARRIET A. TURNER TO H. A. RENDELLE ET UX

IT IS HEREBY MUTUALLY AGREED BETWEEN HARRIET A. TURNER, A WIDOW PARTY OF THE FIRST PART AND H. A. RENDELLE, WHOSE WIFE IS ANNA K. RENDELL, PARTY OF THE SECOND PART, THAT THE PARTY OF THE FIRST PART WILL SELL TO THE PARTY OF THE SECOND PART, AND THE PARTY OF THE SECOND PART WILL PURCHASE OF THE PARTY OF THE FIRST PART, HIS HEIRS, ADMINISTRATORS, EXECUTORS OR ASSIGNS, THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

ALL THAT PORTION OF LOT 9 SECTION 25 TP 3 N R 7 $\frac{1}{2}$  E. W.M., LYING SOUTH OF NELSON CREEK, CONTAINING 16 ACRES MORE OR LESS; RESERVING THEREFROM, HOWEVER, BURIAL LOT WHERE HENRY TURNER IS BURIED, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO AND THEREFROM; ALSO RESERVING THE ROAD ALONG THE SOUTH <sup>side</sup> OF NELSON CREEK FROM THE WEST LINE OF SAID LOT 9 WEST TO BRIDGE ACROSS SAID CREEK.

WITH THE APPURTENANCES THEREUNTO BELONGING, ON THE FOLLOWING TERMS:

1. THE PURCHASE PRICE OF SAID REAL ESTATE IS FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00), OF WHICH THE SUM OF FIFTY AND NO/100 DOLLARS (\$50.00) HAS THIS DAY BEEN PAID AS ERNEST, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THE SAID PARTY OF THE FIRST PART, AND THE FURTHER SUM OF FOUR HUNDRED AND NO/100 DOLLARS TO BE PAID IN EQUAL INSTALLMENTS OF \$50.00 PER ANNUM, PAYABLE ON THE 16TH DAY OF AUGUST OF EACH YEAR BEGINNING AUGUST 16TH 1921 (PROVIDED THE WHOLE SUM, OR ANY PART, OF THE PRINCIPAL MAY BE PAID BEFORE DUE) 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 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, AND ALL PAYMENTS THERETOFORE MADE SHALL BE FORFEITED TO THE SAID PARTY OF THE FIRST PART; AND THE SAID PARTY OF THE FIRST PART MAY IMMEDIATELY RE-ENTER SAID PREMISES AND TAKE POSSESSION THEREOF.

6. PARTY OF THE FIRST PART PROMISES AND AGREES TO PAY ONE HALF OF THE COST OF AN ABSTRACT TO BE PROCURED PRIOR TO EXECUTION OF DEED HEREUNDER, AND THE SAID SECOND PARTY TO PAY ONE HALF OF THE COST THEREOF.