

F. N. HENION ET UX TO P. S. HUGENIN ET UX

IT IS HEREBY AGREED BY AND BETWEEN F. N. HENION AND MYRTA M. HENION, HUSBAND AND WIFE, THE VENDORS, AND P. S. HUGENIN AND OLIVE HUGENIN, HUSBAND AND WIFE, THE PURCHASERS, THAT THE SAID VENDORS WILL SELL TO THE SAID PURCHASERS, THEIR HEIRS OR ASSIGNS, AND THAT THE SAID PURCHASERS WILL BUY FROM THE SAID VENDORS, THEIR HEIRS OR ASSIGNS, THE FOLLOWING DESCRIBED REAL ESTATE:

THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION SIX, TOWNSHIP ONE NORTH OF RANGE 5 EAST OF WILLAMETTE MERIDIAN, SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, CONTAINING 80.22 ACRES, MORE OR LESS, AND LOTS THREE AND FOUR, SECTION ONE, TOWNSHIP ONE NORTH OF RANGE FOUR EAST OF THE WILLAMETTE MERIDIAN, CLARKE COUNTY, STATE OF WASHINGTON, CONTAINING 30.40 ACRES, MORE OR LESS, WITH THE APPURTENANCES THERETO BELONGING, ON THE FOLLOWING TERMS AND CONDITIONS:

1. THE PURCHASE PRICE OF SAID REAL ESTATE IS THE SUM OF SIX THOUSAND (\$6000.00) DOLLARS LAWFUL MONEY OF THE UNITED STATES, FIFTEEN HUNDRED (\$1500.00) DOLLARS WHICH HAS THIS DAY BEEN PAID, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THE VENDORS, AND THE FURTHER SUM OF FOUR THOUSAND FIVE HUNDRED (\$4500.00) DOLLARS TO BE PAID AT THE CLARKE COUNTY BANK, WASHOUGAL, WASHINGTON, AS FOLLOWS:

THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS ON THE 3RD DAY OF SEPTEMBER, 1921; ONE THOUSAND (\$1000.00) DOLLARS ON THE 3RD DAY OF SEPTEMBER, 1922; ONE THOUSAND (\$1000.00) DOLLARS ON THE 3RD DAY OF SEPTEMBER, 1923; ONE THOUSAND (\$1000.00) DOLLARS ON THE 3RD DAY OF SEPTEMBER, 1924; AND ONE THOUSAND (\$1000.00) DOLLARS ON THE 3RD DAY OF SEPTEMBER, 1925, THE PURCHASER TO HAVE THE OPTION OF PAYING ANY OR ALL OF THE UNPAID BALANCE AT ANY TIME DURING LIFE OF THIS AGREEMENT, WITH INTEREST THEREON ACCORDING TO THE TERMS AND CONDITIONS OF FIVE CERTAIN PROMISSORY NOTES OF EVEN DATE HERewith, SAID NOTES ARE A PART OF THIS AGREEMENT AND ARE NOT TO BE TRANSFERRED OR BARTERED EXCEPT IN CONJUNCTION WITH THIS AGREEMENT.

2. THE SAID PURCHASERS AGREE TO PAY ALL TAXES AND ASSESSMENTS LEVIED AGAINST SAID REAL ESTATE AFTER THE DATE HEREOF AT THE TIME THE SAME SHALL BECOME DUE AND PAYABLE.

3. IT IS UNDERSTOOD THAT THERE IS A MORTGAGE IN THE SUM OF \$1500.00 NOW STANDING AGAINST THE SAID PROPERTY, WHICH THE VENDORS AGREE TO PAY, AND UNTIL SAID MORTGAGE IS PAID, THE VENDORS AGREE TO KEEP THE PREMISES INSURED. AFTER SAID MORTGAGE IS PAID, THE PURCHASERS ARE TO KEEP THE SAID BUILDINGS INSURED IN AN ADEQUATE AMOUNT AT THEIR EXPENSE, WITH LOSS PAYABLE TO VENDORS AS THEIR INTEREST MAY APPEAR.

4. NO EXTENSION OF TIME OF PAYMENT OR WAIVER OF DEFAULT IN PAYMENT OF ANY INSTALLMENT OF PRINCIPAL OR INTEREST DUE UNDER THIS CONTRACT SHALL EFFECT THE RIGHT OF SAID VENDORS TO REQUIRE PROMPT PAYMENT OF ANY SUBSEQUENT INSTALLMENT OF PRINCIPAL OR INTEREST, OR TO DECLARE A FORFEITURE FOR NON-PAYMENT THEREOF.

5. SAID LAND SHALL BE CONVEYED BY GOOD AND SUFFICIENT DEED WHEN THE SUM OF THREE THOUSAND (\$3000.00) DOLLARS HAS BEEN PAID, UPON DELIVERY TO THE VENDORS OF SUFFICIENT MORTGAGE COVERING THE REMAINING THREE THOUSAND (\$3000.00) DOLLARS.