

82-12  
TWEEN LAURA J. WALLACE OF COOKS, WASHINGTON, PARTY OF THE FIRST PART, AND CALVIN FOUTS OF THE SAME PLACE, PARTY OF THE SECOND PART:

WITNESSETH, THAT THE PARTY OF THE FIRST PART IN CONSIDERATION OF THE AGREEMENTS HEREIN CONTAINED AGREES TO SELL UNTO THE PARTY OF THE SECOND PART ALL THAT TRACT OR PARCEL OF LAND SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, DESCRIBED AS LOTS 17 AND 18 IN BLOCK 5 OF THE TOWNSITE OF COOKS ACCORDING TO THE OFFICIAL PLAT THEREOF NOW ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR IN AND FOR SKAMANIA COUNTY, STATE OF WASHINGTON, FOR THE SUM OR PURCHASE PRICE OF TWO THOUSAND (\$2,000.00) DOLLARS, WHICH PARTY OF THE SECOND PART AGREES TO PAY TO THE PARTY OF THE FIRST PART AT THE FOLLOWING NAMED TIMES AND IN THE FOLLOWING AMOUNTS, TO-WIT: TWO HUNDRED (\$200.00) DOLLARS IN CASH, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND THREE HUNDRED (\$300.00) DOLLARS OCTOBER 1, 1919, AND THE REMAINDER IN MONTHLY INSTALLMENTS AS FOLLOWS: FIFTEEN (\$15.00) DOLLARS OR MORE ON THE 1ST DAY OF APRIL, 1919, AND A LIKE SUM ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL THE WHOLE OF SAID PURCHASE PRICE SHALL BE PAID; AND IN ADDITION THERETO, ALL TAXES AND OTHER PUBLIC CHARGES WITH ALL ASSESSMENTS WHICH MAY HEREAFTER BECOME LIENS ON SAID PROPERTY BEFORE DELINQUENCY; AND THAT HE WILL KEEP THE BUILDING NOW UPON SAID PROPERTY INSURED AGAINST FIRE IN THE SUM OF TWELVE HUNDRED (\$1200.00) DOLLARS IN SOME FIRE INSURANCE COMPANY SATISFACTORY TO THE PARTY OF THE FIRST PART WITH LOSS IF ANY PAYABLE TO SAID PARTY OF THE FIRST PART AS HER INTEREST MAY APPEAR. ALL OF SAID PAYMENTS SAID PARTY OF THE SECOND PART HEREBY AGREES TO MAKE AS ABOVE PROVIDED WITH INTEREST ON DEFERRED PAYMENTS AT THE RATE OF SIX PER CENT. PER ANNUM, PAYABLE ON THE FIRST DAY OF OCTOBER, 1919, AND THE FIRST DAY OF APRIL AND THE FIRST DAY OF OCTOBER OF EACH SUCCEEDING YEAR THEREAFTER UNTIL THE FULL AMOUNT OF THE PURCHASE PRICE AND INDEBTEDNESS HEREUNDER HAS BEEN FULLY PAID.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THE PARTY OF THE FIRST PART AT THE PRESENT TIME OWNS ONLY AN UNDIVIDED INTEREST IN SAID PROPERTY BUT THAT THE PARTY OF THE FIRST PART AND HER BROTHER AND SISTERS ARE THE OWNERS OF THE ENTIRE TITLE IN FEE SIMPLE THERETO AND THAT THIS CONTRACT IS MADE WITH THE CONSENT AND APPROVAL OF EACH AND ALL OF THE OWNERS OF SAID PROPERTY, AND THE PARTY OF THE FIRST PART HEREBY COVENANTS AND AGREES THAT SHE WILL ACQUIRE FROM SAID JOINT OWNERS THE FEE SIMPLE OWNERSHIP OF ALL THEIR INTEREST IN SAID PROPERTY WITHIN ONE YEAR FROM THE EXECUTION OF THIS CONTRACT, AND THAT WHEN FULL PAYMENT SHALL HAVE BEEN RECEIVED THE PARTY OF THE FIRST PART WILL CAUSE TO BE EXECUTED AND DELIVERED AT HER OWN COST AND EXPENSE A GOOD AND SUFFICIENT WARRANTY DEED CONVEYING THE PROPERTY AFORESAID TO THE PARTY OF THE SECOND PART HIS HEIRS AND ASSIGNS FOREVER, TOGETHER WITH AN ABSTRACT SHOWING GOOD TITLE TO SAID LAND IN GRANTOR.

IT IS UNDERSTOOD AND AGREED BETWEEN SAID PARTIES THAT TIME IS THE ESSENCE OF THIS CONTRACT, AND IN CASE THE PARTY OF THE SECOND PART SHALL FAIL TO MAKE THE PAYMENTS ABOVE NAMED AND EACH AND EVERY ONE OF THEM PUNCTUALLY WITHIN THIRTY DAYS OF THE TIME LIMIT THEREFOR, OR FAIL TO KEEP ANY AGREEMENTS HEREIN CONTAINED, THEN THIS CONTRACT SHALL AT THE OPTION OF THE PARTY OF THE FIRST PART BECOME NULL AND VOID AND ALL RIGHTS AND INTEREST CREATED, OR THEN EXISTING IN FAVOR OF THE SECOND PARTY AS AGAINST THE PARTY OF THE FIRST PART HEREUNDER, OR TO ANY PAYMENTS THERETOFORE MADE HEREON SHALL UTTERLY CEASE AND DETERMINE AND THE RIGHT TO THE POSSESSION OF THE PREMISES ABOVE DESCRIBED AND ALL OTHER RIGHTS ACQUIRED BY THE PARTY OF THE SECOND