

ALVY P. SMITH TO JACOB AGEE

THIS AGREEMENT, MADE THE 1ST DAY OF JUNE 1921 BETWEEN ALVY P. SMITH OF THE FIRST PART, AND JACOB AGEE OF THE COUNTY OF SKAMANIA AND STATE OF WASH. , OF THE SECOND PART.

WITNESSETH, THAT IN CONSIDERATION OF THE STIPULATIONS HEREIN CONTAINED, AND THE PAYMENTS TO BE MADE AS HEREINAFTER SPECIFIED, THE FIRST PARTY HEREBY AGREES TO SELL, AND THE SECOND PARTY AGREES TO PURCHASE THE FOLLOWING DESCRIBED REAL ESTATE, SITUATE IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON, TO-WIT:

LOTS THREE (3) AND SIX (6), BEING THE MOST WESTERLY LOTS OF STRAWBERRY HILL TRACTS, ACCORDING TO THE OFFICIAL AND RECORDED PLAT THEREOF (PLAT BOOK A, PAGE 43, RECORDS OF SKAMANIA CO. WASH. CONTAINING RESPECTIVELY 5 ACRES AND 11 ACRES OR 16 ACRES IN ALL. FOR THE SUM OF SEVEN HUNDRED TWENTY DOLLARS, ON ACCOUNT OF WHICH FIFTY DOLLARS IS PAID ON THE EXECUTION HEREOF (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED), AND THE REMAINDER TO BE PAID AT STEVENSON, WASH. PAYABLE TO ORDER OF NETTA ADAMS TO BE WITH 7% INTEREST WHEN PAID AT THE DATES AND IN AMOUNTS AS FOLLOWS: \$425.00 AND INTEREST ON SAME AT 7% FROM JUNE 1, 1921 TILL PAID, PAYABLE \$140.00 AND INTEREST ACCRUED ON OR BEFORE SEPT. 1921, \$140.00 AND ACCRUED INTEREST AT 7% ON OR BEFORE SEPT. 1922, \$145.00 AND ACCRUED INTEREST AT 7% ON OR BEFORE SEPT. 1923 AND A FURTHER SUM OF \$245.00 WITH INTEREST FROM JUNE 1, 1921, PAYABLE AS FOLLOWS: \$95.00 AND ACCRUED INTEREST AT 7% ON OR BEFORE OCT. 1, 1921, AND \$150.00 WITH ACCRUED INTEREST AT 7% ON OR BEFORE OCT. 1, 1922. ALL OF THE SEVERAL PAYMENTS AMOUNTING TO THE PRINCIPAL SUM OF \$720.00, BEING THE PURCHASE PRICE OF THE LAND DESCRIBED HEREIN. IN CASE OF SICKNESS OR OTHER TROUBLE 30 DAYS EXTRA TIME SHALL BE GIVEN IF NEEDED TO PARTY OF THE SECOND PART.

ABSTRACT OF PROPERTY SHOWING MERCHANTABLE TITLE TO BE FURNISHED TO SECOND PARTY BY FIRST PARTY HERETO.

AND THE SAID PARTY OF THE SECOND PART, IN CONSIDERATION OF THE PREMISES, HEREBY AGREES THAT HE WILL REGULARLY AND SEASONABLY PAY ALL TAXES AND ASSESSMENTS MADE FOR THE YEAR 1921 AND WHICH MAY BE HEREAFTER LAWFULLY IMPOSED ON SAID PREMISES, AND THAT ALL BUILDINGS NOW ERECTED ON SAID PREMISES WILL BE KEPT INSURED AGAINST FIRE IN AN AMOUNT NOT LESS THAN DOLLARS IN A COMPANY SATISFACTORY TO THE FIRST PART, POLICY IN FAVOR OF THE FIRST PART AS INTEREST MAY APPEAR.

ALL IMPROVEMENTS PLACED THEREON SHALL REMAIN, AND SHALL NOT BE REMOVED BEFORE FINAL PAYMENT BE MADE FOR SAID ABOVE DESCRIBED PREMISES.

IN CASE THE SAID PARTY OF THE SECOND PART HIS LEGAL REPRESENTATIVES OR ASSIGNS, SHALL PAY THE SEVERAL SUMS OF MONEY AFORESAID, PUNCTUALLY AND AT THE TIMES ABOVE SPECIFIED, AND SHALL STRICTLY AND LITERALLY PERFORM ALL AND SINGULAR THE AGREEMENTS AND STIPULATIONS AFORESAID, ACCORDING TO THE TRUE INTENT AND TENOR THEREOF, THEN UNTO THE SAID PARTY OF THE FIRST PART WILL MAKE THE PARTY OF THE SECOND PART HIS HEIRS OR ASSIGNS, UPON REQUEST AT STEVENSON, WASH. AND UPON THE SURRENDER OF THIS AGREEMENT, A GOOD AND SUFFICIENT WARRANTY DEED OF CONVEYANCE CONVEYING SAID PREMISES IN FEE SIMPLE FREE AND CLEAR OF INCUMBRANCES, EXCEPTING, HOWEVER, THE ABOVE MENTIONED TAXES AND ASSESSMENTS, AND ALL LIENS AND INCUMBRANCES CREATED BY THE SAID PARTY OF THE SECOND PART, OR HIS ASSIGNS.

BUT IN CASE THE SAID PARTY OF THE SECOND PART SHALL FAIL TO MAKE THE