

ALEX MCKEIGHAN ET UX TO H. R. BROWN

REAL ESTATE CONTRACT.

THIS CONTRACT MADE IN DUPLICATE THIS 21ST DAY OF AUGUST, 1922 BY AND BETWEEN ALEX MCKEIGHAN AND BERTHA MCKEIGHAN, HIS WIFE, OF STEVENSON, WASHINGTON, PARTIES OF THE FIRST PART AND H. R. BROWN OF THE SAME PLACE, PARTY OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS OF THE PARTY OF THE SECOND PART HEREIN CONTAINED AGREE TO SELL UNTO THE SAID PARTY OF THE SECOND PART AND THE PARTY OF THE SECOND PART AGREES TO BUY ALL THAT TRACT OF LAND LOCATED AND LYING AND BEING IN THE COUNTY OF SKAMANIA, DESCRIBED AS FOLLOWS, TO-WIT:

NORTH HALF OF LOTS ONE (1) AND TWO (2) IN BLOCK (2) OF JOHNSON'S ADDITION TO THE TOWN OF STEVENSON AS SHOWN BY THE OFFICIAL PLAT OF SAID ADDITION NOW ON FILE AND OF RECORD IN THE OFFICE OF THE THE AUDITOR OF SAID SKAMANIA COUNTY, FOR ONE THOUSAND DOLLARS WHICH THE PARTY OF THE SECOND PART AGREES TO PAY THE SUM OF THE PURCHASE PRICE/TO THE PARTIES OF THE FIRST PART IN THE FOLLOWING MANNER, TO-WIT: THE SUM OF ONE HUNDRED DOLLARS IN CASH, AT OR BEFORE THE EXECUTION AND DELIVERY OF THESE PRESENTS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND THE REMAINDER AMOUNTING TO NINE HUNDRED DOLLARS TOGETHER WITH INTEREST ON DEFERRED PAYMENTS AT 8% PER ANNUM FROM DATE UNTIL PAID, IN MONTHLY INSTALLMENTS OF TWENTY DOLLARS EACH TO BE PAID ON THE FIRST DAY OF EACH AND EVERY MONTH BEGINNING WITH SEPTEMBER, 1922 UNTIL BALANCE OF PURCHASE PRICE AND INTEREST IS FULLY PAID.

AND THE SAID PARTIES OF THE FIRST PART AGREE, WHEN FULL PAYMENT SHALL HAVE BEEN MADE, AS HEREIN PROVIDED, THAT THEY WILL CAUSE TO BE EXECUTED AND DELIVERED AT THEIR 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.

AND IT IS UNDERSTOOD AND AGREED BETWEEN THE SAID PARTIES THAT TIME IS THE ESSENCE OF THIS CONTRACT.

THAT IN CASE THE SECOND PARTY SHALL FAIL TO MAKE THE PAYMENTS ABOVE NAMED, AND EACH AND EVERY ONE OF THEM PUNCTUALLY WITHIN 30 DAYS OF THE TIME LIMITED THEREFOR OR FAIL TO KEEP ANY AGREEMENTS HEREIN CONTAINED, THEN THIS CONTRACT SHALL, AT THE OPTION OF THE FIRST PARTIES BECOME NULL AND VOID AND ALL RIGHTS AND INTERESTS CREATED OR THEN EXISTING IN FAVOR OF THE SECOND PARTY AS AGAINST THE FIRST PARTIES 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 SECOND PARTY HEREUNDER SHALL REVERT AND REVEST IN SAID FIRST PARTIES WITHOUT ANY ACT OF RE-ENTRY OR ANY OTHER ACT OF SAID FIRST PARTY TO BE PERFORMED, AND WITHOUT ANY RIGHT OF SAID SECOND PARTY OF RETURN, RECLAMATION OR COMPENSATION FOR MONEYS PAID OR RECEIVED ON ACCOUNT OF THE PROPOSED PURCHASE OR SALE OF SAID PROPERTY AS ABSOLUTELY, FULLY AND PERFECTLY AS IF THIS CONTRACT AND SUCH PAYMENTS HAD NEVER BEEN MADE; AND IN CASE OF SUCH DEFAULT ALL PAYMENTS THEREFORE MADE ON THIS CONTRACT ARE TO BE RETAINED BY AND BELONG TO SAID FIRST PARTIES AS THE AGREE REASONABLE RENT FOR SAID PREMISES UP TO THE TIME OF SUCH DEFAULT. AND THE SAID FIRST PARTIES SHALL, IN CASE OF SUCH DEFAULT, HAVE THE RIGHT IMMEDIATELY, OR AT ANY TIME THEREAFTER TO ENTER UPON THE PROPERTY AFORESAID WITHOUT ANY PROCESS OF LAW AND TAKE POSSESSION THEREOF TOGETHER WITH ALL THE IMPROVEMENTS AND APPURTENANCES THEREON OR THERETO BELONGING.