

DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

JOHNSON-COX COMPANY, PRINTERS, TACOMA, 1914

SURVEY THEREOF.

AND SAID PARTY OF THE SECOND PART, IN CONSIDERATION OF THE PREMISES, HEREBY AGREE TO PAY SAID PARTIES OF THE FIRST PART, AS AND FOR THE PURCHASE PRICE OF SAID PREMISES THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) IN MANNER AND AT TIMES FOLLOWING, TO-WIT:

\$500.00 CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE BALANCE, \$250.00 ON MAY 23, 1927, AND \$250.00 ON MAY 23, 1928, TOGETHER WITH INTEREST AT 6% PER ANNUM PAYABLE ANNUALLY. NO TIMBER TO BE CUT ON SAID LAND UNTIL PAYMENT IS MADE IN FULL, FURTHER, SAID PARTY OF THE SECOND PART, COVENANTS AND AGREES TO PAY ALL TAXES AND ASSESSMENTS THAT MAY BE HEREAFTER LEVIED OR ASSESSED UPON SAID PREMISES: BEGINNING WITH THE TAXES FOR 1925 WHICH BECOME DUE AND PAYABLE APRIL 1, 1926.

BUT SHOULD DEFAULT BE MADE IN THE PAYMENT OF ANY OR EITHER OF THE SAID SEVERAL SUMS OF MONEY OR ANY PART THEREOF, TO BE BY HIM PAID, OR IN THE PAYMENT OF THE INTEREST THEREON, OR IN THE PERFORMANCE OF ANY OR EITHER OF THE COVENANTS, AGREEMENTS, TERMS OR CONDITIONS HEREIN CONTAINED TO BE BY SAID SECOND PARTY KEPT OR PERFORMED, THE SAID PARTIES OF THE FIRST PART MAY, AT THEIR OPTION, BY WRITTEN NOTICE DECLARE THIS CONTRACT CANCELLED AND TERMINATED AND ALL RIGHTS, TITLE AND INTEREST ACQUIRED THEREUNDER BY SAID SECOND PARTY FORFEITED, SAID NOTICE TO BE IN ACCORDANCE WITH THE STATUTE IN SUCH CASES MADE AND PROVIDED, FURTHER, UPON DEFAULT AFTER SAID NOTICE, SAID PARTY OF THE SECOND PART HEREBY SPECIFICALLY AGREES UPON DEMAND OF SAID PARTIES OF THE FIRST PART, QUIETLY AND PEACEFULLY TO SURRENDER TO THEM POSSESSION OF SAID PREMISES, AND EVERY PART THEREOF, IT BEING UNDERSTOOD THAT UNTIL SUCH DEFAULT, SAID PARTY OF THE SECOND PART IS TO HAVE POSSESSION OF SAID PREMISES. ALL THE COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL RUN WITH THE LAND AND BIND THE HEIRS, EXECUTORS, ADMINISTRATORS SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

IT IS MUTUALLY AGREED; BY AND BETWEEN THE PARTIES HERETO; THAT THE TIME OF PAYMENT SHALL BE AN ESSENTIAL PART OF THIS CONTRACT; AND THAT ALL THE COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL EXTEND TO AND BE OBLIGATORY UPON THE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE RESPECTIVE PARTIES.

IN TESTIMONY WHEREOF, BOTH PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

D. F. LEFEVRE AS TO
EMMA VANDUSEN A.E.D.
&
L.D.

ALBERT E. DERRY (SEAL)

LILLIAN DERRY (SEAL)

(CORPORATE)
(SEAL)

CENTRAL PACIFIC LBR.CO.
BY JAMES F. WALSH
PRESIDENT.

STATE OF OREGON ()
COUNTY OF CLACKAMAS) SS.

ON THIS 17TH DAY OF APRIL A.D., 1926, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ALBERT E. DERRY AND LILLIAN DERRY, HIS WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN, AND WHO EXECUTED THE FOREGOING AND WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

(NOTARIAL)
(SEAL)

DAVID L. LEFEVRE
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES JUNE 24, 1927

FILED FOR RECORD JANUARY 14, 1927, AT 8-30 O'CLOCK A.M. BY CENTRAL PACIFIC LUMBER CO.

By *C. C. Chandler*
COUNTY AUDITOR
W. A. Triche
DEPUTY