

JOHNSON-COX COMPANY, PRINTERS, TACOMA, WASH. 22814

W. E. SMITH ET UX TO JAMES F. WALSH

THIS AGREEMENT, MADE AND ENTERED INTO THIS 1ST. DAY OF MAY A.D. 1925, BY AND BETWEEN W. E. SMITH AND MARY L. SMITH, HUSBAND AND WIFE OF LEWIS COUNTY AND STATE OF WASHINGTON PARTIES OF THE FIRST PART, AND JAMES F. WALSH OF MULTNOMAH COUNTY AND STATE OF OREGON PARTY OF THE SECOND PART.

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS OF SAID PARTY OF THE SECOND PART, HEREINAFTER CONTAINED, HEREBY SELL AND AGREE TO CONVEY UNTO SAID PART.. OF THE SECOND PART, OR HIS ASSIGNS, BY DEED OF WARRANTY UPON THE PROMPT AND FULL PERFORMANCE OF SAID PARTY OF THE SECOND PART, OF HIS PART OF THIS AGREEMENT, THE FOLLOWING DESCRIBED PREMISES, SITUATE IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, TO-WIT:

THE WEST HALF OF THE NORTHEAST QUARTER ($W\frac{1}{2}$ OF $NE\frac{1}{4}$) AND THE WEST HALF OF THE SOUTHEAST QUARTER ($W\frac{1}{2}$ OF $SE\frac{1}{4}$) OF SECTION TWENTY-TWO (22), OF TOWNSHIP THREE (3), NORTH OF RANGE NINE (9), EAST OF THE WILLAMETTE MERIDIAN.

AND SAID PARTY OF THE SECOND PART, IN CONSIDERATION OF THE PREMISES, HEREBY AGREES TO PAY SAID PARTIES OF THE FIRST PART, AS AND FOR THE PURCHASE PRICE OF SAID PREMISES THE SUM OF FIFTEEN HUNDRED DOLLARS (\$1500.00) IN MANNER AND AT TIMES FOLLOWING, TO-WIT:

TWO HUNDRED AND FIFTY (\$250.00) CASH RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED. THE BALANCE OF TWELVE HUNDRED AND FIFTY (\$1250.00) PAYABLE AND TO BE PAID ON OR BEFORE OCTOBER FIRST, 1926, WITH INTEREST AT SIX PER CENT PER ANNUM.

SEPT 23	PAID PRIN	250.
	" INT.	
	1 YR 6%	75
	1250	<u>325</u>
	REG	75
		<u>324.25</u>

IT IS UNDERSTOOD AND AGREED THAT THE PARTY OF THE SECOND PART SHALL NOT REMOVE OR CUT ANY TIMBER ON THE ABOVE DESCRIBED LAND UNTIL HE SHALL HAVE PAID ALL OF THE PURCHASE PRICE TO THE PARTIES OF THE FIRST PART.

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 ON 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 CASE 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 THEIR 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 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