

DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

JOHNSON-COX COMPANY, PRINTERS, TACOMA. 25814

CATHERINE BENNETT TO HUBERT McDONALD ET UX

THIS AGREEMENT, MADE THE 28TH DAY OF NOVEMBER 1925 BETWEEN CATHERINE BENNETT, A SINGLE WOMAN HEREINAFTER CALLED THE FIRST PARTY, AND HUBERT McDONALD AND MARY McDONALD, HUSBAND AND WIFE OF THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON HEREINAFTER CALLED THE SECOND PARTY.

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:

COMMENCING AT THE QUARTER CORNER ON THE WEST LINE OF SECTION 3, TOWNSHIP 1 NORTH OF RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 87 DEG 50 MIN EAST 22.88 CHAINS TO THE WEST BOUNDARY OF Co ROAD; THENCE SOUTH 1 DEG 46 MIN WEST ALONG WEST BOUNDARY OF COUNTY ROAD 9.06 CHAINS TO THE NORTHEAST CORNER OF MCPHERSONS TRACT; THENCE WEST 7.82 CHAINS ALONG NORTH LINE OF SAID TRACT TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH ALONG WEST LINE OF SAID TRACT 3.23 CHAINS; THENCE WEST 14.76 CHAINS TO THE WEST LINE OF THE QUARTER SECTION, CONTAINING 24.35 ACRES, MORE OR LESS, IN SAID SKAMANIA COUNTY, WASHINGTON

FOR THE SUM OF FOUR THOUSAND EIGHT HUNDRED & 00/100 (\$4800.00) DOLLARS ON ACCOUNT OF WHICH THREE HUNDRED & 00/100 (\$300.00) DOLLARS IS PAID ON THE EXECUTION HEREOF (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED) AND THE REMAINDER OF \$4500.00 TO BE PAID AT PORTLAND, OREGON, IN ANNUAL PAYMENTS OF NOT LESS THAN ONE HUNDRED & 00/100 DOLLARS, WITHOUT INTEREST, PAYABLE ON THE 2ND DAY OF JANUARY OF EACH AND EVERY YEAR HEREAFTER UNTIL THE SAID BALANCE BE FULLY PAID, SAID DEFERRED PAYMENT OF INSTALLMENTS IF NOT PAID WHEN DUE TO BEAR INTEREST AT THE RATE OF SIX PER CENT. PER ANNUM, PAYABLE ANNUALLY FROM THE DATE OF THIS INSTRUMENT, UNTIL FULLY PAID; THE FIRST OF SAID ANNUAL PAYMENTS TO BE MADE ON THE 2ND DAY OF JANUARY 1926

AND THE SECOND PARTY IN CONSIDERATION OF THE PREMISES, HEREBY AGREES THAT THEY WILL REGULARLY AND SEASONABLY PAY ALL TAXES AND ASSESSMENTS MADE FOR THE YEAR 1924 AND WHICH ARE OR 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 \$1800.00 IN A COMPANY SATISFACTORY TO THE FIRST PARTY. POLICY IN FAVOR OF FIRST PARTY AS HER 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 SECOND PARTY THEIR 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 THE FIRST PARTY SHALL GIVE UNTO THE SECOND PARTY THEIR HEIRS AND ASSIGNS, UPON REQUEST AT PORTLAND, OREGON AND UPON THE SURRENDER OF THIS AGREEMENT, A GOOD AND SUFFICIENT 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 SECOND PARTY, OR THEIR ASSIGNS.

BUT IN CASE THE SECOND PARTY SHALL FAIL TO MAKE THE PAYMENTS AFORESAID, OR ANY OF THEM, PUNCTUALLY AND UPON THE STRICT TERMS, AND AT THE TIMES ABOVE SPECIFIED, THE TIME OF PAYMENT BEING DECLARED TO BE THE ESSENCE OF THIS AGREEMENT, THEN THE FIRST PARTY

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county auditor