

DEED RECORD V

355

SKAMANIA COUNTY, WASHINGTON

JOHNSON COX COMPANY, PRINTERS, TACOMA, 28814

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

(NOTARIAL SEAL)

E. H. PRINDLE
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT PRINDLE, WASH.

FILED FOR RECORD AUG. 8, 1927 AT 2:30 P.M. AT REQUEST OF PHILIP CHRIST.

J. C. Chesser
COUNTY AUDITOR
Mabel J. Fosse
DEPUTY

BY

14271

EARL J. CUMMINS ET UX TO HOWARD E. ERICSON

CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 23RD DAY OF OCTOBER, 1926, BY AND BETWEEN EARL J. CUMMINS AND LULU E. CUMMINS, HIS WIFE, PARTIES OF THE FIRST PART AND HOWARD E. ERICSON, PARTY OF THE SECOND PART, WITNESSETH:

THAT THE PARTIES OF THE FIRST PART AGREE TO AND DO HEREBY SELL UNTO THE PARTY OF THE SECOND PART, AND THE PARTY OF THE SECOND PART AGREES AND DOES HEREBY PURCHASE FROM THE PARTIES OF THE FIRST PART, THE FOLLOWING DESCRIBED TRACT OF LAND UPON THE FOLLOWING TERMS AND CONDITIONS, TO-WIT;

LOT 13 IN SEELEY'S SUB-DIVISION OF THE SW $\frac{1}{4}$ OF SECTION NINETEEN, TOWNSHIP THREE NORTH, RANGE TEN EAST OF THE WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, STATE OF WASHINGTON,

FOR THE SUM OF \$1000.00, LAWFUL MONEY OF THE UNITED STATES OF AMERICA, THE SUM OF \$200.00 BEING PAID UPON THE EXECUTION OF THIS CONTRACT, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND THE SUM OF \$800.00 PAYABLE ON OR ABOUT NOVEMBER 1, 1926, NOT LATER THAN DECEMBER 1, 1926, UPON THE DELIVERY OF AN ABSTRACT TO SAID PROPERTY, SHOWING GOOD AND SUFFICIENT AND MARKETABLE TITLE, FREE AND CLEAR FROM ALL INCUMBRANCES FROM SAID PARTIES OF THE FIRST PART AND A WARRANTY DEED CONVEYING SAID PROPERTY TO THE SAID PARTY OF THE SECOND PART.

IN ADDITION TO THE ABOVE LAND AND AS CONSIDERATION FOR THE PAYMENT OF SAID SUM OF \$1000.00 THE SAID PARTIES OF THE FIRST PART HEREBY COVENANT AND AGREE TO SECURE AND CONVEY BY GOOD AND SUFFICIENT CONVEYANCE TO THE SAID PARTY OF THE SECOND PART, A RIGHT OF WAY FOR A $\frac{3}{4}$ INCH WATER PIPE LINE OVER AND ACROSS THE LANDS OF THE SAID EARL J. CUMMINS AND ANY AND ALL OTHER LANDS OVER WHICH SAID $\frac{3}{4}$ INCH WATER PIPE LINE WILL HAVE TO CROSS IN ORDER TO REACH FROM THE LAND OF THE SAID EARL J. CUMMINS TO THE LAND OF THE SAID PARTY OF THE SECOND PART. AND THE SAID EARL J. CUMMINS FURTHER COVENANTS AND AGREES HEREBY TO ALLOW THE SAID PARTY OF THE SECOND PART TO CONNECT UP WITH HIS PRIVATE WATER SUPPLY AND TO FURNISH SAID PARTY OF THE SECOND PART AT ALL TIMES AFTER THE DATE OF THIS CONTRACT A SUFFICIENT WATER SUPPLY FOR DOMESTIC PURPOSES. TO THE SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS AND ASSIGNS, SO LONG AS THE PARTIES OF THE FIRST PART HAVE SUFFICIENT WATER, AND THAT THE PARTY OF THE SECOND PART SHALL SHARE PROPORTIONATELY WITH THE PARTIES OF THE FIRST PART WHEN THE WATER IS NOT SUFFICIENT TO MEET THE NEEDS OF ALL.

IN WITNESS WHEREOF, SAID PARTIES OF THE FIRST PART AND SAID PARTY OF THE SECOND PART, RESPECTFULLY, HAVE HEREUNTO SET THEIR HANDS AND SEALS IN DUPLICATE THIS 23 DAY OF OCTOBER, 1926.

WITNESSES;

L. C. MOORE
JOSEPHINE BYARSEARL J. CUMMINS (SEAL)
LULU E. CUMMINS (SEAL)
PARTIES OF THE FIRST PART.HOWARD E. ERICSON (SEAL)
PARTY OF THE SECOND PART.

FILED FOR RECORD AUG. 10, 1927 AT 10 AM AT THE REQUEST OF HOWARD E. ERICSON

J. C. Chesser
COUNTY AUDITOR
By Mabel J. Fosse
DEPUTY