

DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

JOHNSON-COX COMPANY, PRINTERS, TACOMA, WASH. 98104

I. O. O. F. #172 TO JANNAT A. SMITH

THIS AGREEMENT MADE AND ENTERED INTO THIS 18TH DAY OF APRIL, 1925, BY AND BETWEEN MOUNTAIN LODGE #172 INDEPENDENT ORDER OF ODD FELLOWS OF STEVENSON, WASH., A CORPORATION PARTY OF THE FIRST PART AND JANNAT A. SMITH PARTY OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTY OF THE FIRST PART FOR, AND IN CONSIDERATION OF THE PAYMENTS TO BE MADE AS HEREAFTER PROVIDED, AND THE PERFORMANCE OF THE COVENANTS HEREIN CONTAINED, PROMISE AND AGREES TO SELL AND CONVEY UNTO THE SAID PARTY OF THE SECOND PART, AND THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PURCHASE FROM THE SAID PARTY OF THE FIRST PART THE FOLLOWING DESCRIBED PREMISES, SITUATE IN SKAMANIA COUNTY, STATE OF WASHINGTON, AND PARTICULARLY DESCRIBED AS FOLLOWS. TO-WIT:

LOTS 1 AND 2 BLOCK 7 OF THE TOWN OF STEVENSON, ACCORDING TO THE OFFICIAL PLAT THEREOF NO FILE AND OF RECORD IN THE OFFICE OF THE COUNTY AUDITOR OF SKAMANIA COUNTY, WASHINGTON, SUBJECT HOWEVER, TO THE LIEN OF SPECIAL ASSESSMENTS LEVIED BY THE TOWN OF STEVENSON FOR PUBLIC IMPROVEMENTS.

FOR THE SUM OF SIXTEEN HUNDRED AND NO/100 (\$1600.00) DOLLARS, OF WHICH THE SUM OF FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS HAS BEEN PAID AT OR BEFORE THE DELIVERY OF THESE PRESENTS. AND THE BALANCE TO BE PAID AS FOLLOWS: \$75.00 ON OCT. 1, 1926; \$75.00 ON APRIL 1, 1927; \$125.00 ON OCTOBER 1, 1927; \$125.00 ON APRIL 1, 1928; \$175.00 ON OCTOBER 1, 1928; \$175.00 ON APRIL 1, 1929; \$225.00 ON OCTOBER 1, 1929 AND \$225.00 ON APRIL 1, 1930.

INTEREST ON ALL UNPAID BALANCES TO BE PAID SEMI-ANNUALLY ON THE FIRST DAY OF APRIL AND FIRST DAY OF OCTOBER OF EACH YEAR AT THE RATE OF 7% PER ANNUM.

THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES THAT SHE WILL PAY THE SEVERAL SUMS OF MONEY, TOGETHER WITH THE INTEREST THEREON, AT THE TIME AND IN THE MANNER ABOVE SPECIFIED, AND THAT SHE WILL SEASONABLY PAY ALL TAXES AND OTHER CHARGES AND ASSESSMENTS HEREAFTER LAWFULLY LEVIED AGAINST THE SAID PREMISES

THE SAID PARTY OF THE SECOND PART FURTHER PROMISE AND AGREE THAT SHE WILL NOT COMMIT WASTE UPON SAID PREMISES OR PERMIT THE SAME TO BE COMMITTED THEREON; THAT SHE WILL KEEP THE BUILDINGS/THEREON INSURED WITH SOME RESPONSIBLE INSURANCE COMPANY IN THE SUM OF AT LEAST \$1200.00, PAYABLE TO THE PARTY OF THE FIRST PART AS INTEREST APPEARS.

THE SAID PARTY OF THE FIRST PART COVENANT AND AGREE THAT UPON PAYMENT OF THE SAID SEVERAL SUMS OF MONEY, AND THE INTEREST THEREON, AT THE TIMES AND IN THE MANNER ABOVE SPECIFIED, AND THE FAITHFUL PERFORMANCE OF THE COVENANTS HEREIN CONTAINED BY THE SAID PARTY OF THE SECOND PART, IT WILL CONVEY THE SAID PREMISES TO THE SAID PARTY OF THE SECOND PART BY A GOOD AND SUFFICIENT WARRANTY DEED, SUBJECT NEVERTHELESS TO THE LOCAL IMPROVEMENT DISTRICT ASSESSMENTS HEREINBEFORE MENTIONED.

THE SAID PARTY OF THE FIRST PART FURTHER COVENANT AND AGREE THAT THE SAID PARTY OF THE SECOND PART MAY HAVE THE IMMEDIATE POSSESSION OF SAID PREMISES, AND ENJOY THE SAME SO LONG AS SHE SHALL MAKE THE PAYMENTS ABOVE SPECIFIED, PUNCTUALLY AND IN THE MANNER HEREIN PROVIDED, AND SHALL KEEP AND PERFORM ALL THE COVENANTS HEREIN CONTAINED, AND NO LONGER; UPON DEFAULT IN THE PAYMENT OF ANY OF THE SAID SUMS OF MONEY, OR INTEREST, OR UPON BREACH OF ANY COVENANT HEREIN CONTAINED, THE SAID PARTY OF THE FIRST PART MAY IMMEDIATELY ENTER INTO AND TAKE POSSESSION OF SAID PREMISES AND EJECT THEREFROM THE SAID PARTY OF THE SECOND PART, OR ANY PERSON OR PERSONS HOLDING UNDER HER, AND ALL RIGHTS OF THE SAID PARTY OF THE SECOND PART HEREUNDER SHALL BE TERMINATED AND ALL PAYMENTS MADE HEREUNDER FORFEITED TO THE SAID PARTY OF THE FIRST PART; PROVIDED, HOWEVER, SUCH REMEDY SHALL NOT BE EXCLUSIVE, BUT THE SAID PARTY OF THE FIRST PART, MAY AT HIS OPTION, SUE