

# DEED RECORD W

## SKAMANIA COUNTY, WASHINGTON

A further sum of \$300.00 shall be paid by said second party on this contract on or before six months from date hereof and an additional sum of \$200.00 shall be paid hereon by the second party on or before two years from date hereof, and it is understood and agrees that when these payments shall have been completed, the first parties will then deliver to said second party, their warranty deed conveying said property to said second party, and said second party will then execute and deliver to said first parties her note secured by first mortgage on said described land in such sum as remains unpaid on the original purchase price.

It is understood and agreed that all deferred payments shall draw interest at six per cent per annum from this date and until paid.

It is further understood and agreed that should said second party sell or market any of the timber on said property, she shall pay or cause to be paid to said first parties, stumpage at the rate of \$1.00 per cord and said first parties shall accept the same and apply such sum or sums upon the purchase price of the land.

It is understood that this contract is entered into and the deed herein provided for shall be executed and delivered subject to all rights of way and easements as now exist on, over and across said premises.

Said second party assumes and agrees to pay all taxes and assessments against said property coming due in the future, and to keep all buildings fully insured in an old line company in favor of said first parties, as their interest may appear.

In case the party of the second part shall fail to pay the said sums of moneys, together with interest thereon, at the time and in the manner herein provided or shall fail to keep and perform any of the covenants herein contained the parties of the first part may immediately declare this contract forfeited and take possession of said premises, and in such event all sums paid hereunder may be retained by the party of the first part as liquidated damages. It being understood and agreed that time is of the essence hereof.

It is understood and agreed that said second party may enter and take possession of these premises immediately for agricultural purposes and shall have possession of the buildings as soon as vacated by first party.

In Testimony Whereof, the parties have executed these presents in duplicate this 15th day of May, 1928.

M. Montchalin

Marie Montchalin  
Parties of the first part.

Emma H. Yoe  
Party of the second part.

State of Washington,) ss  
County of Skamania. )

I, R. M. Wright, Notary Public in and for said State hereby certify that on this 15th day of May, 1928, personally appeared before me M. Montchalin and Marie Montchalin, husband and wife, parties of the first part, and Emma H. Yoe, party of the second part, to me known to be the parties described in the foregoing instrument and who acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and seal the day and year in this certificate first above written.

R. M. Wright  
Notary Public for the State of Washington,  
residing at Stevenson, therein.

(Notarial Seal)

Filed for record Oct. 1, 1928 at 2:00 A. M.

McC. Hesser  
County Auditor