

# DEED RECORD X

## SKAMANIA COUNTY, WASHINGTON

SHAW & BORDEN CO., PRINTERS, STATIONERS, BOOKBINDERS, SPOKANE 241427

Byers, his wife, hereinafter called the buyer, agrees TO BUY the following described real estate, situate in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

Beginning at the Northeast corner of the Southwest Quarter of Section Seventeen (17) in Township one (1) North of range five (5) East of Willamette Meridian, running thence West Eighty (80) rods, thence South Sixty-four (64) rods, thence East Eighty (80) rods and thence North Sixty-four (64) rods along the quarter line to place of beginning, containing 32 acres, save and except therefrom a strip of land four rods wide off the North side thereof.

for the sum of One thousand eight hundred and no/100 (1800.00) Dollars, Six hundred and no/100 (\$600.00) Dollars, of which is to be paid on signing of this agreement, the receipt of which is hereby acknowledged; and One thousand two hundred and no/100 (\$1200.00) Dollars, with interest at the rate of 6% per cent. per annum, as follows: Beginning on the fifth day of December, 1933, and on the same day in each and every year thereafter the sum of \$100.00, or more and interest on principal remaining unpaid on said day, and the balance on \_\_\_\_\_, regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$full, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be <sup>a</sup>tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

It is agreed that in case serios sickness or accident the buyers to have some time of grace to make thier payment and interest.

In Witness Whereof, the seller and the buyer have signed and delivered this agreement in duplicate this fifth day of December, 1932.

Seller:

Bertha Martin Harper, Seller

Witnesses: ---