

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

SHAW & BORDEN CO., PRINTERS, STATIONERS, BOOKBINDERS, SPOKANE 24142

that on this 9th day of March 1933, personally appeared before me Forrest M. Eyman, Arthur W. Foster, Lavina E. Foster and Harriet Eyman, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington residing at
Stevenson

Filed for record March 17, 1933 at 3-27 p.m. by Raymond C. Sly

Mabel J. Sasse
Skamania Co. Clerk-Auditor.

#18443

M. Tavelli to A. D. Barney

Real Estate Contract.

This Agreement, made and entered into this 17th day of March, 1933, by and between M. Tavelli, a single man, hereinafter called the "seller," and A. D. Barney, hereinafter called the "purchaser,"

Witnesseth: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in Skamania County and State of Washington, to-wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), and the West half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-five (35) of Township Two (2) North of range five (5) East of Willamette Meridian,

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Two Thousand and no/100 Dollars, of which the sum of Two Hundred and no/100 Dollars has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Eighteen Hundred and no/100 Dollars shall be paid as follows: On July 1, 1933, the sum of fifty cents per cord or thousand for the whole amount of all wood or timber removed from said premises prior thereto; on November 1, 1933, the sum of seventy-five cents per cord or thousand for all wood or timber removed prior thereto; and the sum of seventy five cents per cord or thousand for the whole amount of wood or timber removed prior thereto on the first day of July and November of each and every year thereafter until the whole sum of Two Thousand Dollars shall have been paid. All of said purchase price to be paid on or before October 1, 1935.

All land to be cut clean except as to Alder, removing all merchantable wood or timber above six inches in diameter at the but, and no wood or timber to be cut on other portions of said land until this requirement is complied with and fulfilled.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the sellers' benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the pur-