

## DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

SEAW &amp; BORDEN CO., PRINTERS, STATIONERS, BOOKBINDERS, SPOKANE, IDAHO

(Notarial seal affixed)

at Vancouver, therein.

23 4¢ Documentary Stamps;  
 1 2¢ Documentary stamp and  
 1 5¢ Documentary stamp  
 duly affixed and cancelled  
 as follows:

"A.M.H.  
 8/1/33"

Filed for record August 10, 1933 at 10-53 a.m. by John Potts.

*Mahel D. Orse*  
 Skamania Co. Clerk-Auditor.

#18741

Minnie L. Foster to Edith M. Eschle

This Agreement, made and entered into this fifth day of August, 1933, by and between Minnie L. Foster, unmarried, hereinafter described as party of the first part, and Edith M. Eschle, hereinafter described as party of the second part;

Witnesseth; that the party of the first part has agreed for herself and her heirs and assigns to sell to the party of the Second Part, and the Party of the Second Part has agreed to purchase from the party of the First Part, her heirs and assigns

All merchantable timber on the Northeast Quarter (N E 1/4) of the Southwest quarter (S W 1/4) of section 29 township 2 North, Range 6 East of Willamette Meridian in Skamania County, Washington, for the sum of Five Hundred-fifty (\$550.00) Dollars payable in the manner following, to-wit:

Two Hundred.....\$200.00 Dollars in cash at the time of the execution of this agreement, the receipt of which is hereby acknowledged by the first party, and the balance thereof, to-wit Three Hundred Fifty.....\$350.00) Dollars in monthly payments of not less than Twenty (\$20.00) Dollars each, the first installment to be paid on the fifth day of September, 1933, and further installments on the 5th day of each month thereafter until the full purchase price of the timber including interest is paid. All deferred payments shall bear interest at the rate of 6 percent per annum from the date hereof, payable monthly, the accrued interest on the unpaid balance of said purchase price is included in (in addition to) the monthly payments as hereinabove set forth, said payments to be made at such place in the City of Portland as the Party of the first part and her heirs, assigns shall direct.

The First Party agrees to pay the taxes and pay the mortgage of One Hundred Seventy Five Dollars (\$175.00) before the last payment is made on this contract.

The Party of the Second Part, her heirs or assigns shall have the right-of-way to build roads to remove the timber from the NE 1/4 of S W 1/4 of Section 29, T. 2 N. R. 6 E.

The Party of the First Part, her heirs or assigns will upon full payment of the purchase price being made, make, execute and deliver to the party of the second part, her heirs, or assigns a timber deed with the proper documentary stamps thereto attached conveying said premises, free of leins or encumbrances now existing and also excepting any liens or encumbrances hereafter caused or suffered by said party of the second part, or either of them.

Time and strict performance is of the essence of this agreement, and upon failure on the part of the Second Party to keep or perform any agreement on her part to be kept or performed, or to make any payment as herein provided for; the party of the first part, her heirs or assigns may declare the whole of the unpaid parts of the purchase price immediately due and payable and may at any time thereafter while such default or failure to keep or perform continues, may foreclose the interest of the party of the second part, her heirs, or assigns of, and to the said real property by strict foreclosure in equity and upon such foreclosure being had the right of the party of the second part to retain possession or recover any sums of money paid under this contract shall be cancelled and annulled and the party of the second part, her heirs and assigns will in addition thereto pay such additional sum as the court may adjudge reasonable for plaintiff's attorney's fees in any such foreclosure.