

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

assigns, and said parties of the second part will purchase of said party of the first part, it's successors or assigns, administrators, the following described lots, tracts or parcels of land situated in Skamania County, State of Washington, to-wit:

Southeast quarter of section twenty four (24); lots twelve (12) and thirteen (13) in section twenty five (25), township two (2) North Range six (6) East of the W. M.; also,

Beginning at the Northeast quarter of the Elizabeth Snooks D. L. C., which initial point is also the Southeast corner of Lot Thirteen (13), section twenty-five (25), township two (2) North, range six (6) East of the W. M. running thence south 89 degrees 56 minutes, West 554 feet; thence South 42 degrees 43 minutes East, to a point on the North line of North Bank Highway; thence following the North line of said highway in a North-easterly direction to intersection with the North line of section 30, township two (2) North, range seven (7) East; thence West along the North line of said section thirty (30) and North line of section twenty five (25), township two (2), North Range six (6) East to the Northwest corner of the Hardy D. L. C.; (which is also the Northeast corner of Lot thirteen (13), section twenty five (25), township two (2) North, range six (6) East, thence South 455.4 feet to the place of beginning, with the appurtenances thereunto belonging.

Parties of the second part may remove timber from land in section twenty four (24) and twenty five (25), paying stumpage \$1.00 per M' or as much more as sells for and Piling, at 1 $\frac{1}{2}$ ¢ per Lin. ft. for standard piling or as much more as sells for, applying proceeds from such sale to payment on unpaid principal on this contract. In case second parties desire to sell Piling larger than standard sizes, stumpage to be arranged in proportion, so as to avoid waste of timber out. Sale of above premises on the following terms:

1st.-- The purchase price for said land is Two thousand & no/100 (\$2,000.00) Dollars, of which the sum of One hundred (100) dollars has this day been paid as earnest, the receipt whereof is hereby acknowledged by said party of the first part; balance of said purchase price to be paid as follows, to-wit:

The sum of One Hundred (100) Dollars to be paid on the First day of November A. D. 1932, the sum of One Hundred (100) dollars on or before the first day of Nov. each year thereafter, to and including 1935; the sum of Three hundred dollars (\$300.00) on or before Nov. 1, 1936 & Three hundred dollars \$300.00 On or before Nov. 1 each year thereafter until paid in full, with interest on deferred payments from Nov. 1, 1931 until paid at the rate of 6% per cent per annum, payable annually on Nov. 1.

2d.-- The parties of the second part shall also pay all taxes and assessment which may be levied or may accrue against said lands, or any part thereof either as real or personal assessments from this day until the day above fixed for last payment.

3d.-- Said land to be conveyed by a good and sufficient deed to said parties of the second part when said purchase price shall have been fully paid. Party of the first part owe sums amounting to between Seven hundred dollars (\$700.00) and Eight Hundred dollars (\$800.00) now leins on said premises, which it agrees to pay before payments above outlined have been completed.

4.-- Time is the essence of the contract, and in case of the failure of said parties of the second part to make either of the payments or perform any of the covenants on their part, this contract shall be forfeited and determined at the election of the said party of the first part, and the said parties of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by it sustained; and it shall have the right to re-enter and take possession of said land and premises and every part thereof.

Witness our hands and seals in duplicate, this 10th day of November, A. D. 1931.

Signed, sealed and delivered
in the presence of:

By S. M. Barnard Lumber Co. (Seal)
C. M. Mofford (seal)
Nellie M. Mofford (seal)

Filed for record October 17, 1933 at 1-35 p.m. by Grantee.

Mabel J. Asse.
Skamania Co. Clerk-Auditor.