

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

Witnesseth, that for and in consideration of the payments hereinafter specified, the vendor agrees to sell and the vendees agree to buy, the following described real estate, to-wit:

Beginning at a point on the North line of the Evergreen Highway that is North 79° 51' West 475 feet from a point that is 1052 feet south and 915.68 feet west of the northeast corner of section 21 in township 2 north of range 7 east of the Willamette Meridian, and running thence north 79° 51' West 75 feet; thence north 0° 48' west 200 feet; thence south 79° 51' East 75 feet; thence south 0° 48' East 200 feet to the place of beginning, said tract being designated as all lots 11 and 12 and the West half of Lots 10 and 13, all in block 10, of the unrecorded plat of the town of North Bonneville, Skamania County, Washington

It is agreed between the vendor and the vendees that all taxes and assessments accruing against the above described real estate, except the 1933 taxes payable in 1934, shall be paid by the vendees.

It is agreed between the vendor and the vendees that the total purchase price of the above described real property is the sum of \$1250.00.

It is further agreed between the parties hereto that beginning September 1, 1934, the vendor shall receive all rentals over and above the sum of \$166.67 from all the buildings to be erected on the above described premises and that in any event the vendor shall receive not less than the sum of \$50. per month.

It is understood and agreed between the vendor and the vendee that it is the intention of the vendee to build cabins upon the premises hereinbefore described upon his own responsibility and that he intends to rent the cabins so built and it is understood and agreed that it will be necessary for the vendee to retain, for the period of eighteen months, beginning September 1, 1934, the sum of \$166.67, and that after the period of eighteen months has expired the vendee agrees that all of the rentals from such buildings as he may place upon the property upon his own responsibility shall be paid to the vendor in addition to the payments hereinbefore specified until the total purchase price has been paid in full.

It is understood and agreed between the vendor and the vendees that the balance due is to draw interest at the rate of six per cent per annum and that interest shall be payable monthly in addition to the monthly payments on the principal which begins September 1, 1934.

It is further understood and agreed between the vendor and the vendees that when the payments have been made in full together with the interest, that a Warranty Deed and Title Insurance will be made to the vendees; warranting the title free and clear, except as to such liens as may accrue by way of taxes or assessments subsequent to the 1933 taxes and such liens as may accrue by, through, or under the possessory rights of the vendees.

It is further understood and agreed that the title to the property above described shall remain in the vendor until the purchase price has been paid for in full, according to the terms in this agreement; that the contract is to be considered a conditional contract of sale and that in case the vendees fail to make the payments as hereinbefore specified, the vendor may elect to repossess itself of the property because of such failure to comply with the terms of this agreement and may retain such amounts as may be paid thereon by way of rentals for the use and occupation of the premises and by way of liquidated damages because of the vendees breach of this agreement, or the vendor may sue for the balance of the purchase price.

It is further understood and agreed between the vendor and the vendees that any buildings or improvements placed upon this property shall become a part of the real property when such buildings are so build or any improvements are made, and it is further understood