

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

And the said party of the second part, in consideration of the premises, hereby agrees to pay the said parties of the first part, or their agent, at North Bonneville, Washington, the remaining principal, with interest at the rate of 8% on delinquent payments, at the times and in the manner following (regardless of loss or destruction of buildings or improvements on said described premises):

Fifty Dollars (\$50.00) on the 20th day of August, 1934, and Fifty Dollars on the 20th day of each and every month thereafter until the whole amount shall have been paid.

And the parties of the first agree that in the event any liens or lawful claims of any sort shall be filed or made against said building or the improvements thereon that they will defend said liens or claims and hold the party of the second part harmless by reason thereof, and in the event that they do not the said party of the second part may pay the same and deduct the amount thereof from any unpaid part of the purchase price.

The said party of the second part, in consideration of the premises, hereby agrees that he will regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises.

In case the said party of the second part, his legal representatives or assigns shall pay the several sums of money aforesaid, punctually and at the several times above stated, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the said parties of the first part will make unto the said party of the second part, his heirs or assigns, upon request at North Bonneville, Washington, a deed conveying said premises in fee simple, with the ordinary covenants of warranty; excepting, however, from the operation and subject matter of said covenants the before-mentioned taxes and assessments, and all liens and incumbrances, created or imposed by said second party or his assigns. And first parties hereby agree to furnish to second parties a title insurance.

It is agreed between the parties hereto that the party of the second part shall assume a certain bill owed by party of the first part to Montgomery Ward & Co., and deduct the amount thereof from the purchase price.

It is further agreed that in case the party of the second part becomes delinquent in his payments as herein provided for more than 30 days the said parties of the first part may at their option elect to declare the whole amount of the unpaid purchase price immediately due and payable.

But in case the party of the second part shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the parties of the first part shall have the right to declare this agreement null and void, and in such case, all the rights, and interests hereby created or then existing in favor of the said party of the second part, or derived under this agreement, shall utterly cease and terminate, and the premises aforesaid shall revert to and revest in said parties of the first part, without any declaration of forfeiture or act of reentry, or without any other act by said parties of the first part, to be performed, and without any right of the said party of the second part of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

In Witness Whereof, the said parties of the first part and the second part have signed and delivered this agreement in duplicate the day and year first above written.

E. S. Silvers
Cecile B. Silvers
Lee Wing