

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

of Deeds, records of Skamania County, Washington, thence east along the south line of said Harris (or McDonald tract) 14.76 chains to the west line of the said McPherson Lot, thence south 6.77 chains to the place of beginning, containing 11.03 acres, more or less.

Excepting therefrom a strip of land along the east side thereof containing one acre; the west line thereof being parallel with the east line.

2. Granting also the right to use water from the spring described in deed from Bartholomew Bennett to M. Tavelli dated March 27, 1922, and recorded at page 651 book "V" of Deeds for domestic purposes upon the tract above conveyed, together with the right to extend the pipe line now used for the purpose of conveying the said water and which is situated upon the excepted one acre tract above described but reserving unto the party of the first part a like right to use water from said spring and to take the same from said pipe line for domestic purposes upon the said excepted acre tract.

Provided, the party of the first part promises and agrees to negotiate with other users of the water from the spring above mentioned and to develop the said spring and pipe line so as to furnish an increased amount of water or in lieu thereof, at the option of the party of the second part, to dig a well on the westerly part of the tract above agreed to be conveyed with a sufficient flow of water for domestic purposes for the party of the second part.

The party of the second part promises and agrees to pay therefor the sum of Fourteen Hundred and 00/100 (\$1400.00) Dollars as follows: Seven hundred and 00/100 (\$700.00) Dollars upon delivery of these presents, the receipt of which is hereby acknowledged. The balance thereof, to-wit: the sum of Seven hundred and 00/100 (\$700.00) Dollars on or before one year after date, with interest at the rate of six (6) per cent per annum.

It is understood and agreed that the party of the first part will furnish to the party of the second part an abstract of title showing good merchantable title to said premises in the party of the first part, provided, that entries therein caused by the acts or conveyances of the party of the second part shall be paid for by the said party of the second part.

The party of the second part agrees to pay said purchase price and all taxes and other assessments against the property hereafter levied and in case of default to surrender and vacate said premises without any action at law being necessary.

In case of default in the payment of principal or interest, or any part thereof, the party of the first part may terminate this contract without notice and immediately take possession of said premises and evict the party of the second part, or any persons holding under her, therefrom and all moneys paid hereunder shall be forfeited as liquidated damages.

All building or improvements placed upon said property shall become a part thereof and shall not be removed therefrom.

Time is of the essence of this agreement but the waiver of any default shall not be construed as a waiver of any subsequent default.

In Testimony Whereof the parties hereto have executed these presents in duplicate this 27th day of July, 1935.

Mansuetto Tavelli
Party of the first part
Margarite D. Shields
Party of the second part.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, Raymond C. Sly, a notary public in and for said state, do hereby certify that on this 27th day of July, 1935, personally appeared before me Mansuetto Tavelli, a widower, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and