

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

Filed for record Dec. 9, 1935 at 11-15 a.m. by Raymond C. Sly.

*Mable J. Sasser*  
 Skamania County, Clerk-Auditor.

#21636

H. W. Davison to J. D. Richardson

THIS AGREEMENT, Made this 8th day of July, 1935 between H. W. Davison, hereinafter called the seller, and Joseph D. Richardson, hereinafter called the buyer.

Witnesseth, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit:

Beginning at the Northwest corner of Robbins DLC, which is a point Twenty (20) chains South and 4.70 chains East of the Quarter Section corner between Sections 22 and 27, Twp. 3 North, Range 8 E, and running East 640 feet more or less; thence South 725 feet more or less to right-of-way of County road (Berge Road); thence South 64 degrees West along said highway to West boundary of Robbins DLC; thence North 994 feet more or less to point of beginning, said tract containing approximately 12.62 acres.

for the sum of Three Hundred and Twenty Five (\$325.00) Dollars on which the buyer has paid the sum of One Hundred and Fifty (\$150.00) dollars, the receipt whereof is hereby acknowledged.

And the buyer in consideration of the premises, hereby agrees to pay to the seller, at Home Valley, Wash. the remaining principal, with interest at the rate of 4% per cent. per annum, at the times and in the manner following

\$25.00 on or before July 8, 1936  
 \$50.00 on or before July 8, 1937  
 \$50.00 on or before July 8, 1938  
 \$50.00 on or before July 8, 1939

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$\_\_\_\_\_ payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual 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 the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller 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 buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and re-vest in the seller without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.