

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

#22870

C. H. Eagy et ux to Dewey Hapgood et ux

THIS AGREEMENT, MADE July 20, 1936, between C. H. Eagy and Lottie M. Eagy his wife hereinafter called the first party and Dewey Hapgood and Ada Hapgood his wife of the County of Skamania and State of Washington hereinafter called the second party.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

Lots One, Two, Three, Four, Block No. 2, of Riverview Addition to the Town of Stevenson, Wash.

for the sum of Eight Hundred (\$800.) Dollars, on account of which Two Hundred Dollars (\$200.) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged) and the remainder of \$ Six Hundred to be paid at Stevenson, Wash. in monthly payments of not less than twelve Dollars, _____ Interest payable on the 15th day of each and every month as hereafter specified until the said balance be fully paid, said deferred payments to bear interest at the rate of 5 per cent. per annum, payable monthly from the date of this instrument, until fully paid; the first of said monthly payments to be made on the 15th day of Sept. 1936.

Any Federal money coming to owner of aforesaid lots shall be paid to said second parties, providing contract is kept in force.

And the second party in consideration of the premises, hereby agrees that they will regularly and seasonably pay all taxes and assessments made for the year 1936 and which are or may be hereafter lawfully imposed on said premises, and that all buildings now erected on said premises will be kept insured against fire in an amount not less than \$800. Dollars in a company satisfactory to the first party. Policy in favor of first party as their interest may appear.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party their legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party their heirs or assigns, upon request, at Stevenson, Wash. and upon the surrender of this agreement, an Abstract or Title Insurance Policy showing marketable title and a good and sufficient deed of conveyance conveying said premises in fee simple free and clear of incumbrances, excepting however, the above mentioned taxes and assessments,

In case of sickness or unemployment of said Dewey Hapgood an extension of 30 or 40 days shall be given if asked for in writing and all liens and incumbrances created by the second party or their assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the times above specified, the time of payment being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void; and in such case all the right _____ and interest hereby created or then existing in favor of the second party derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration or forfeiture or act of re-entry, or without any other act by the first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made,