

DEED RECORD Z

SKAMANIA COUNTY, WASHINGTON

#23051

Martin Irwin et ux to Elbert O. Bay et ux

THIS AGREEMENT, Made this 1st day of Dec., 1936, between Martin Irwin and Charolette Irwin, husband and wife, hereinafter called the sellers, and Elbert O. Bay and Ruey E. Bay, husband and wife, hereinafter called the buyers.

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:

in Lots 22 and 23, Block 1, Riverview Addition to the Town of Stevenson, Skamania County, Washington, as appears by official plat in the Auditors Office of said County and State.

for the sum of Eight Hundred and no Hundredths Dollars, payable as follows:

The buyers agree to pay \$10.00, on or before the 10th day of December, 1936 and the like sum on or before the 10th day of each and every succeeding month thereafter until the full purchase price shall have been paid in full, together with interest at the rate of 4% on the unpaid balance computed semi-annually and payable annually.

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 revest 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.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid, unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his