

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

rate of 6% per annum until paid; and providing that no interest shall be charged on the unpaid balance between the date hereof and October 1, 1941. Interest shall be first deducted from the payments and the balance applied on the principal.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between sellers and purchasers hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the sellers' benefit as sellers' interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the sellers;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLERS AGREE:

1. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the sellers in liquidation of damages sustained by reason of such failure. Or the sellers may bring action on any intermediate overdue installment, or any payments made by the sellers and repayable by the purchasers, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchasers shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchasers or his assigns last known to the sellers.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Ralph W. Thompson	(Seal)
Lela Thompson	(Seal)
Bessie M. Wood	(Seal)
Bud Morby	(Seal)
Arvella Morby	(Seal)