

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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therefrom, but they shall be and remain the property of the vendor until this contract shall be fully performed. Should default be made in payment of the principal or interest, or in the payment of the taxes or assessments, or in the performance of any covenant herein contained, then this agreement, at the option of the vendor shall be null and void, and all payments made, and all buildings and improvements on said land, shall be and forever remain the absolute property of the vendor, it being expressly understood and agreed that time is of the essence of this contract.

Upon full and prompt performance by the purchaser of the agreements by him to be performed, the vendor will execute and deliver to the purchaser a deed of conveyance of the premises upon surrender of this paper.

Notice of the cancellation of this contract for any breach thereof, or notice of the exercise of any other right by the vendor where this contract requires notice, may be addressed to the purchaser, directed to the post office named below and deposited in a United States post office, which shall constitute sufficient notice and service thereof.

No assignment or transfer of any interest in this agreement or in the premises, less than the whole, will be recognized by the vendor under any circumstances, nor in any event whatever, and no assignment shall be binding upon the vendor unless approved by its Land Commissioner, or Western Land Agent.

Should title to the premises fail, the vendor shall be liable for the amount received hereunder and no more, with interest at six per cent per annum; should title to a portion of the premises fail such liability is limited to the acreage as to which title fails reckoned at the average price per acre agreed to be paid for such parcel as shown on the purchaser's application to purchase.

Except as herein otherwise provided, this contract shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties.

In Witness whereof, the vendor, by its Land Commissioner, and the purchaser, have hereunto subscribed their names in duplicate, the day and year first above written.

Lines Numbered 16, 17, 18 and parts of lines numbered 15 and 19 stricken out before the execution hereof.

Attest: G. H. Plummer, Western Land Agent	Northern Pacific Railway Company By E. M. Hughes, Land Commissioner
Witnesses to signature of Purchaser: Harry Hodes O. G. Sharp	David Hodes, Purchaser Post office address: 1635 SE Grand Avenue Portland, Oregon. County of Multnomah

Assignment

David Hodes the within named purchaser and Sarah Hodes his wife, in consideration of (\$10.00) Ten & no/100 Dollars, do hereby assign and transfer all their right, title, interest and claim in and to the foregoing contract and the lands therein described, unto States Lumber Co. (an Oregon corporation) of Portland State of Oregon their heirs and assigns forever, and they do hereby authorize the Northern Pacific Railway Company, its successors or assigns, to receive from the said States Lumber Co. all unpaid balances due on account of the within agreement, in part consideration of said land, and to execute and deliver to the said States Lumber Co. its heirs and assigns, a deed for said land, instead of to David Hodes and in satisfaction of all claims under the within agreement.

Given under our hands and seals this 2nd day of March A. D. 1942.

Witness:	David Hodes	(seal)
Vivian Cordano	Sarah Hodes	(seal)
	By David Hodes, her attorney in fact.	

STATE OF OREGON)
Multnomah County) ss