

Also the right to lay water pipe over contiguous property belonging to the Vendors to Foster Creek. Provided that such pipe shall be laid and maintained below plow line.

The purchase price is the sum of \$200.00, payable as follows: \$25.00 cash on delivery of this agreement, the balance payable as follows: \$58.33 six months from date, \$58.33 one year from date and \$58.34 eighteen months from date, with interest at the rate of six per cent (6%) per annum, payable semi-annually.

In case the payments be made as aforesaid the Vendors will convey the said real property to the Vendee by good and sufficient Warranty Deed.

The Vendee agrees to pay said purchase price and all taxes and other assessments against the property hereafter levied and in case of default to surrender and vacate said premises without any action at law being necessary.

In case of default in the payment of principal or interest, or any part thereof, the Vendors may terminate this agreement without notice and immediately take possession of said premises and evict the Vendee, or any person holding under him, therefrom and all moneys paid hereunder shall be forfeited as liquidated damages.

All buildings or improvements placed upon said property shall not be removed therefrom. It being understood and agreed, however, that the Vendee shall not be considered as agent of the Vendors for the construction of such buildings and improvements or that the Vendors shall be responsible in any manner for the payment of lien claimants for material and labor and that the rights of such lien claimants shall be only such as may be allowed by statute in such case.

Time is of the essence of this agreement but acceptance of any installment after the same shall become delinquent shall not be construed as a waiver of this covenant as to any subsequent default.

IN TESTIMONY WHEREOF the parties have executed these presents in duplicate this 1st day of April, 1936.

R. L. Foster

Elizabeth M. Foster

Vendees

J. F. Attwell

Vendor

Lucy A. Attwell

Vendor

STATE OF WASHINGTON,
ss
County of Skamania.

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 30th day of April, 1936, personally appeared before me J. F. Attwell and Lucy A. Attwell, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Raymond C. Sly

(Notarial seal affixed)

Notary Public for Washington, residing
at Stevenson therein.

Filed for record June 2, 1942 at 3-00 o'clock p.m. by Clyde W. Linville Jr.

Mabel J. Jase
Skamania County Auditor.