

separate estate, party of the first part and Everett Liljedahl, husband of Helen Liljedahl, party of the second part, witnesseth:

That the party of the first part covenants and agrees to sell and convey unto the party of the second part, and the party of the second part agrees to purchase the following described real property in Skamania County, Washington, to-wit:

Lots five (5) and sixteen (16) in Bender's Addition to the Town of North Bonneville, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

The consideration therefor is the sum of Seventeen Hundred and no/100 Dollars (\$1700.00) payable as follows: the sum of eight hundred seventy five and no/100 Dollars (\$875.00) upon delivery of these presents, the receipt whereof is confessed; the balance thereof, to-wit: the sum of eight hundred twenty five and no/100 Dollars (\$825.00) payable in installments of not less than thirty dollars (\$30.00) each, payable on the 15th day of each month commencing January 15th, 1943, with interest on unpaid balances at the rate of 6% per annum payable monthly.

The party of the second part agrees to pay all taxes and other lawful assessments hereafter becoming due and payable on said real property, and to keep the dwelling house and garage on said property insured with a responsible insurance company in an amount equal to the unpaid balance upon this contract, payable in case of loss to the party of the first part as her interest may appear.

In case the party of the second part pays the purchase price aforesaid, at the time and in the manner above specified, together with the interest thereon, and shall keep and perform all the covenants and conditions herein contained, the party of the first part will execute and deliver to the party of the second part a good and sufficient warranty deed for said premises, together with a policy of title insurance showing merchantable title thereto free from incumbrances. But in case the party of the second part shall fail to make the said payments at the time and in the manner provided herein, or the interest thereon, or shall fail to keep and perform the covenants and conditions herein contained, then and in that event the party of the first part may, at her option, terminate this agreement and all payments made hereunder shall be forfeited to the party of the first part as liquidated damages, and she may immediately take possession of the said premises without any action at law being required. In case the party of the first part shall be compelled to<sup>be</sup> required to bring any suit to recover possession of said premises in case of such forfeiture she shall be entitled to recover from the party of the second part, in addition to her taxable costs, a reasonable sum as attorney fee in such suit or action.

Time is of the essence of this agreement, but acceptance of any installment of principal or interest after the due date, or waiver of any default, shall not be construed as a waiver of any subsequent default.

The party of the first part agrees to deliver possession of said premises to the party of the second part on or before December 23rd, 1942 provided she can obtain possession of dwelling house in Benson's Addition to North Bonneville owned by her within said time, but in case she is unable to obtain such possession she may retain possession of the premises above described until January 23rd 1943 but shall pay the party of the second part rental at the rate of \$20.00 per month for such time as she may hold over after December 23, 1942.

Witness our hands this 15th day of December 1942.

Bertha Hilliard  
Everett Liljedahl

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAMANIA )