

tained to be kept and performed by them, the parties of the first part will execute and deliver to the parties of the second part a good and sufficient conveyance for said premises and personal property, containing the usual covenants of warranty except as against the acts or omissions of the parties of the second part. But in case the parties of the second part shall fail to make the payments aforesaid at the time and in manner herein provided or any installments, or part thereof, then and in that event the parties of the first part may, at their option, immediately terminate this agreement, and take possession of said premises and personal property and evict the parties of the second part therefrom; and in such event the parties of the second part promise and agree to yield possession of said premises and personal property peaceably to the parties of the first part, and in event of their failure so to do the parties of the first part may recover from the parties of the second part the expenses of any action or procedure necessary to obtain possession thereof, including a reasonable sum as attorney's fee.

Time is of the essence of this agreement, but acceptance of any installment after the due date thereof, or waiver of the performance of any covenant herein contained, shall not be construed as a waiver of any subsequent default.

It is understood and agreed that while permission to make repairs and alterations is granted by this contract parties of the second part shall not be considered in any event as agents of the parties of the first part or authorized by them to incur any indebtedness therefor, and no liens against said premises shall be a lien against the rights or title of the parties of the first part.

In Testimony Whereof the parties have executed these presents in duplicate this 3rd day of September, 1942.

Walter Tol  
Johanna Tol  
John Tol  
Parties of the first part

Carl Nichols  
Leah Nichols  
Parties of the second part.

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 3rd day of September, 1942, personally appeared before me Walter Tol and Johanna Tol and John Tol, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public for Washington, residing at  
Stevenson therein

Filed for record December 26, 1942 at 11-45 a.m. by Carl Nichols

Mabel J. Case  
Skamania County Auditor.

#32262                      W. R. Harms et ux to S. H. Reeves et ux

The Grantors, W. R. Harms (who was a single man on the 2nd day of October 1940) and Franklyn Harms, his wife, in consideration of the sum of one dollar to them paid, do hereby convey and warrant unto S. H. Reeves and Flossie L. Reeves, husband and wife, Grantees, the following described real property in Skamania County, Washington, to wit: