

DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

also care for and protect the personal property herein described and not permit any lien or charge against the title of the Vendor or create a charge against him. The Vendees will keep the buildings upon said premises insured for at least \$2000.00 with loss, if any, payable to the Vendor to be credited upon this contract.

In case the Vendees shall make the payments of principal and interest as aforesaid and shall keep and perform according to the terms/^{all}of the covenants herein contained the Vendor will execute and deliver to the Vendees a good and sufficient Warranty Deed conveying said premises in fee simple free from encumbrances save and except such as may have been created or permitted by the Vendees and will upon final payment deliver to the said Vendees an abstract of title or title insurance policy at the option of the vendor showing merchantable title in the Vendor to said premises. But in case the Vendees shall fail to make the payments of principal and interest or any part or installment thereof at the time and in the manner herein provided or shall fail to properly cultivate and care for real property and/or protect and care for said personal property or fail to keep or perform any the covenants herein contained then and in that event the Vendor may immediately terminate this agreement and take possession of said real/^{and}personal property herein described without any action at law being required and may evict from said premises any person or persons holding under said Vendees. In case of such default the Vendor may repossess any of the personal property or the increase thereof wheresoever the same may be found. In case of the termination of this contract by reason of such default all sums of money paid hereunder shall be forfeited to the Vendor as liquidated damages for such breach of contract; provided however that in case it be necessary for the Vendor to bring any action at law to repossess the said property or any part thereof the Vendees will pay to the Vendor in addition to such liquidated damages the expense of such litigation including a reasonable sum as attorney's fees.

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 12th day of January, 1945.

Lee Ziniker
Vendor

Edwin H. Deming
Lou D Deming
Vendees.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me Lee Ziniker, a bachelor, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of Jan., 1945.

(Notarial seal affixed)

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

Filed for record January 22, 1945 at 11-21 a.m. by Grantee

Mabel J. Fasse
Skamania County Auditor.