

scribed real and personal property; that she is not to remove any of said personal property from said premises during the life of this contract, and in case of breakage or loss is to replace the same with articles of like or greater value; and that the principal and interest due and to become due thereon is payable regardless of any loss, destruction or damage to any of the improvements thereon or the taking of said real property in eminent domain proceedings.

The sellers agree that whenever the said remaining purchase price, together with interest, has been paid in the manner hereinbefore specified, they will make, execute and deliver to the purchaser a good and sufficient bill of sale to said personal property and a good and sufficient warranty deed to said described premises, and at such time will deliver to the purchase an abstract of title to said real property, or may, at their option, furnish the purchase title insurance showing good title in her to said lands.

Time is the essence of this contract, and in case the purchaser shall fail to make any payment on the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare a forfeiture and cancellation of this contract, and upon such election being made all rights of the purchaser hereunder shall be retained by the sellers in liquidation of all damages sustained by reason of such failure, and no waiver by the sellers of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, The parties hereto have set their hands and \_\_\_\_\_ the day and year first above written.

Francis J. McGill

Myrtle F. McGill  
Sellers

Helen Given  
Purchaser

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss

I, David Talbot, the undersigned authority, do hereby certify that on this 2nd day of March, 1946, personally appeared before me Francis J. McGill and Myrtle F. McGill, husband and wife, to me known to be the individuals described as the sellers 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.

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

David Talbot

(Notarial Seal Affixed)

Notary Public in and for the State of  
Washington, residing at Vancouver.

Filed for record March 7, 1946 at 2:10 p.m. by Grantor.

*Mabel J. Josselyn*  
Skamania County Auditor

#35261

Ben Pierce to Frank Layton et ux

STATUTORY WARRANTY DEED

THE GRANTOR Ben Pierce, a widower, for and in consideration of Fifteen Hundred Dollars (\$1500.00), in hand paid, conveys and warrants to Frank Layton and Lila Layton, husband and wife, the following described real estate, situate in the County of Skamania State of Washington:

The Fractional Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27) Township Two (2) North, Range Five (5) East of the W. M. excepting therefrom the East Half