

# DEED RECORD 31

SKAMANIA COUNTY, WASHINGTON

471

PIONEER, INC., TACOMA--176359

so paid shall be secured by this contract and the said sums shall be repaid by the purchaser to the seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum payable semi-annually.

The seller agrees that when the purchaser shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the seller to or for the benefit of the purchaser or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract on his part to be kept and performed and on the surrender of the purchaser's copy of this contract, to make, execute and deliver to the purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all incumbrances whatsoever except any mortgage or other incumbrance which the purchaser has in this contract or at any subsequent date, specifically agreed to assume and pay, it being understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the seller and shall not include any taxes or assessments becoming a lien after the date of this contract.

Time is of the essence of this contract and if the purchaser shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the purchaser to be performed, then the seller shall have the right to declare this contract null and void; and if the purchaser shall fail to make good such default within fifteen days after the seller shall have served a written Notice of Declaration of Forfeiture by delivering said notice to the purchaser or mailing same by registered mail to said purchaser at his last known address or to the address given on this contract, at the seller's option, then and in that event all of the rights of the purchaser in and to the property described herein and all rights under this contract, shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the seller without further action on the part of the seller and without any right of the purchaser to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the seller for the purchaser's failure to complete this contract.

It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the seller, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.

This agreement shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in duplicate the day and year first above written.

A. L. Wilson  
Purchaser  
Address Glenwood, Wash.

Myrtle M. Wilson  
Purchaser  
Address Glenwood, Wash

Leslie W. Yeager  
Seller.  
Doris S. Yeager  
Seller.