

sum in addition to taxable costs as attorney's fee.

It is contemplated by the parties that because of the military status and classification of the said Arlo R. Adams he may be called into the military service of the United State\_. In event of his induction in to the military service or his voluntary induction in such service he shall have the option of terminating this agreement. In case he shall so elect to terminate this contract the \$1000.00 paid upon this contract as cash payment to the Vendors and upon the promisory note herein mentioned shall then be credited as rental of the property above described for the period of one year from the date hereof and if such cancellation occurs after the 30th of June, 1945, there shall be withdrawn and paid to the Vendors the sum of \$75.00 for each month said premises have been occupied beyond the period of one year to be applied as rental therefor. The cancellation of this contract under the option above mentioned shall relieve all parties from further liability hereunder and all moneys on deposit in the bank of Stevenson in said trust fund over and above the amount necessary to pay the rental as above shall be returned to the Vendees.

Should the vendees desire title insurance it shall be obtained at their own expense but Vendors covenant that such policy of insurance will show merchantable title in them. All expenses in connection with transfer of title to the Vendees including expense for drawing this contract shall be paid by the Vendees.

Time is of the essence of this agreement, but acceptance of any installment after the same shall become delinquent shall not be constured as a waiver of this covenant as to any subsequent default.

It is understood and agreed by and between the parties hereto that the Vendees contemplate refinancing this contract at the time the final installment and payment is due as provided herein by mortgaging the property. The Vendees promise and agree that they will diligently endeavor to obtain a loan in the amount of the unpaid balance (less trust fund credit). However in event they are unable to obtain the money upon the security of the property described herein the time for making final payment shall be extended for a period of two years and the trust fund then accumulated shall be immediately payable to the Vendors for credit hereon and subsequent installments in the sum of \$100.00 per month and interest shall then be payable directly to the Vendors in lieu of trust account herein provided.

In Testimony Whereof the parties have executed these presents in duplicate this 15 day of July, 1944.

Jack G. Houser  
Algoma B. Houser  
Vendors  
Arlo Ray Adams  
Cecil E. Warfield  
Vendees

#### Modification of Agreement relative to mode of payment

Whereas, there is now due and owing upon the attached contract the sum of \$5900.00, the Vendors having received and hereby receipt for the balance, and;

Whereas, the Vendors, husband and wife, have concluded to separate and interlocutory order of divorce has been enetered in Superior Court, Clark County, Washington, and Whereas, they have agreed, in writing, that of the \$5900.00 due that Jackson G. Houser shall receive \$2550 and Algoma B. Houser the balance of \$3350.00.

Now Therefore, in consideration of the mutual covenants contained in said agreement, It is Agreed by Vendors and Vendees herein, that the balance owing Vendors from Vendees shall be paid to Vendors as follows:

\$3350.00 shall be paid to Algoma B. Houser