

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

322 YAKIMA BINDERY & PTO. CO. 18973

dees are to keep the buildings located upon the above described real property, together with the personal property, insured, and that such insurance when so written shall be payable to the parties as their interest may appear, and in the event of the vendees' failure so to do, the vendors may do so, and any sums expended therefore shall be added to and become a part of the balance due the vendors hereunder, and bear like interest until paid.

It is further understood and agreed between the vendors and the vendees, that any buildings or improvements placed upon the above described real property shall become a part of the real property, when such buildings are so built or any improvements are so made, and it is further understood and agreed that the vendees will not allow any liens to accumulate or to be filed against said real property, or any liens to accumulate or be filed against the personal property above described.

It is further understood and agreed between the vendors and the vendees that the title to the real and personal property hereinabove described shall remain in the vendors until the purchase price, together with interest, has been paid in full, according to the terms and conditions of this agreement, the exception, that the vendees shall have the right to sell the merchandise and give a good title, it being understood and agreed, however, that the vendees will maintain the inventory at the \$5,000.00 level as set forth above. That this agreement is to be considered a conditional contract of sale, and that in case the vendees fail to make payments as hereinabove specified, or otherwise breach this agreement that the vendors may, upon 20-days written notice, sent by registered mail, addressed to the vendees at North Bonneville, Washington, or to such other address as the vendees from time to time may specify in writing, elect to repossess themselves of the property because of such failure to comply with the terms of this agreement, and may retain such amounts as may be paid hereon by way of rentals for the use and occupancy of the premises and personal property by way of liquidated damages because of the vendees' breach of this agreement, or the vendors may elect to sue for the balance of the purchase price.

It is further understood and agreed between the vendors and the vendees that when the balance due hereunder, together with the interest, has been paid in full, according to the terms of this agreement, the vendors will deliver to the vendees a good and sufficient warranty deed, warranting the title free and clear of incumbrances, taxes and assessments accruing subsequent to the 1949 taxes, liens and incumbrances, suffered by, through or under the possessory rights of the vendees, and the vendors will deliver title insurance to the vendees for the two pieces of real property in the sum of \$7,250.00.

It is further understood and agreed between the vendors and the vendees, that when the balance due hereunder, together with interest, has been paid in full, according to the terms of this agreement, the vendors will deliver to the vendees a bill of sale for the personal property hereinabove set forth.

It is further understood and agreed that the payments to be made by the vendees to the vendors under the terms of this contract shall be made to the vendors at Carson, Washington, or at such other place as the vendors may indicate in writing to the vendees.

It is further understood and agreed between the vendors and the vendees, that the vendees have taken possession of the personal property hereinabove described as of the 15th day of March, 1949.

It is further understood and agreed that in the event it becomes necessary to maintain action to enforce collection of the payments due or to repossess the property, that a reasonable attorney's fee may be allowed in addition to the costs of such action.

It is further understood and agreed that this contract is not and shall not be assignable without the written consent of the vendors being endorsed hereon.