

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

374

YAKIMA BINDERY & PTO. CO. 18973

effective from time to time by the supplier, all in accordance with established trade practices, and the Seller, for himself and on behalf of any such designated agent, agrees to reasonably and seasonably furnish such requirements of Buyers. This condition and the one immediately preceding it are to be deemed covenants and conditions of the contract to purchase, and failure by the Buyers to perform either or both, strictly in accordance with the terms thereof, shall entitle the Seller, at his option, to immediately cancel and forfeit this contract and the whole thereof, including all interest of Buyers therein, and to immediately enter into possession of said premises without being answerable in damages or otherwise to the Buyers.

The Buyers further agree to pay all taxes, assessments, insurance and other liens and charges accruing against said premises from and after the date hereof, and to pay the same promptly as they shall become due and before delinquency.

It is further understood and agreed that the Seller will make necessary repairs to the present water system.

Buyers agree to carry fire insurance on the buildings located on said premises for the full insurable value thereof, with a reputable fire insurance company, with loss payable clause in favor of Seller as his interest may appear, and to deliver said policy or policies to the Seller, to be held by him during the life of this contract.

Buyers further agree that during the life of this contract and until full performance by them of the conditions to be performed, they will not commit nor suffer to be committed waste or strip of the premises or buildings located thereon; that they will keep and maintain the same in as good condition as of the date hereof, reasonable wear and tear excepted; that they will not commit nor permit the commission of any illegal acts on the premises under their control; and that they will not cause any liens, attachments, or executions of any kind or nature to be levied against or attached to said premises or any portion thereof under their control.

It is further agreed that Buyers shall be entitled to possession of said property upon the date of execution of this contract, and shall be entitled to remain in possession thereof during the life of this contract, contingent upon their performance of each and every condition and covenant herein contained, but that title to said premises and the whole thereof shall at all times be and remain in the Seller until full performance by the Buyers of all the terms and conditions hereof.

Upon payment in full of the purchase money at the times and in the manner hereinafter provided and upon the performance by Buyers of each and every covenant and condition herein contained, including the requirement to purchase their full requirements of gasoline from the Seller or his designated agent, the Seller agrees to convey to the Buyers the above described premises by good and sufficient deed, conveying marketable title evidenced by an abstract or policy of title insurance covering said property, subject, however, to the easements and reservations above referred to; Save and Except that in the event the purchase price shall be paid in full prior to the expiration of the ten-year period above provided, then the deed issued by the Seller shall contain a condition restricting the use of said premises for the unexpired balance of the ten-year period to the maintaining of a gasoline service station thereon, and the full gasoline requirements of which shall be purchased exclusively from the Seller or the Seller's designated agent as hereinabove provided, and said deed shall further provide that upon a breach of such condition the title to said premises shall revert to and revest in the Seller and his heirs; such deed to be substantially in the form attached hereto, marked Exhibit "A" and by reference incorporated herein.