

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

375

YAKIMA BINDERY & PTG. CO. - 188073

Time and exact performance are made of the essence of this contract and agreement and in the event the Buyers shall fail to strictly comply with each and every provision of this agreement, specifically including, but not limited to, the provisions for the payment of the monies hereinabove provided; for maintaining and operating the gasoline service station on said premises for a period of ten years from date; and for the purchase of all Buyers' requirements of gasoline from the Seller or his designated agent, during said period, the Seller shall have the right, immediately upon such failure and default, to enter into possession of said premises and the whole thereof, and to immediately cancel and terminate this agreement and all rights of the Buyers thereunder and in and to the premises herein described, and in such event all monies paid theretofore by the Buyers shall be retained by the Seller as liquidated damages and as agreed rentals for the use and occupancy of said premises by the Buyers to the time of such default.

The rights and remedies granted hereby shall be cumulative and not exclusive and shall not preclude the Seller from exercising any other rights or remedies existing at law or in equity.

Buyers shall not assign this contract or any interest therein or any interest in the real property above described, without first obtaining the written consent of the Seller so to do.

Buyers agree that full inspection of said premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of said property, nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part hereof; except that the Seller shall make the necessary repairs to the water system now on said premises as above provided.

It is further agreed that any loss or damage or injury caused to said real property from any cause whatsoever, shall be upon the Buyers, and in such case they shall not be relieved from their payment of the obligation in full according to the terms hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their signatures the day and date first above written.

W. C. McCall
SELLER
Tom E. Whitham
Florence Whitham
BUYERS

STATE OF WASHINGTON)
)
COUNTY OF CLARK) ss.

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 19th day of September, 1945, personally appeared W. C. McCall, a bachelor, and Tom E. Whitham and Florence Whitham, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their own free and voluntary acts and deeds for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

(Notarial seal affixed)

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

WARRANTY DEED

The Grantor, "W. C. McCall, a bachelor, for and in consideration of the payment of \$5750.00, and the conditions hereinafter specified to be kept and performed by the Grantees, their heirs, assigns and personal representatives, conveys and warrants unto Tom E. Whitham and Florence Whitham, husband and wife, the following described real property located