

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAB 571 BINDER, S. PTC. CO. - (1887)

seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate immediately and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the adress of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Fred Buntje (Seal)  
Melvin Engel (Seal)  
Louise A Engel (Seal)

STATE OF WASHINGTON )  
 )ss.  
County of Skamania )

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 8th day of November, 1949, personally appeared before me Fred Buntje, a single man, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salvesen  
Notary Public in and for the state of Washington  
residing at Stevenson, therein.

(Notarial seal affixed)

Filed for record November 16, 1949 at 9-08 a.m. by Fred Buntje.

John C. Wasteneys  
Skamania County Auditor

#40110 C. T. Smith et ux to Esson H. Smith.

The Grantors, C. T. Smith and Annabell Smith, husband and wife, now and since prior to the time of acquiring title to the hereinafter described real property, in consideration of the sum of One Dollar and the dissolution of the co-partnership heretofore executed between the parties hereto d b a C. T. Smith & Son do hereby convey and quitclaim unto Esson H. Smith all their right, title, and interest either as co-partners or other-