

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. - 188073

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terms and conditions of this agreement insofar as the same does not conflict with the laws, rules and regulations of the State Liquor Control Board. In event of a default in the payment of principal, interest or in the performance of any of the terms and conditions thereof and a forfeiture of this contract by reason of such default the purchaser agrees that he will immediately transfer and assign to the seller, or his order, the license aforesaid or execute and deliver to the seller a written agreement for the cancellation thereof without notice and hearing on the part of the Liquor Control Board to the end and purpose that his rights to operate the premises under license from the Liquor Control Board for the purpose aforesaid shall be immediately terminated the seller or his assigns or lessees may immediately thereafter make application for such license with reference to said premises. In event of the failure or refusal of the purchaser to make and execute such assignment or consent to cancellation, the seller may bring an action in any court having jurisdiction, for declaration of forfeiture and repossession of the premises and property herein contracted to be conveyed and in any judgment or decree entered in such action may have included a judgment of forfeiture of such license or for the legal assignment thereof which shall be in lieu of the formal assignment and consent above mentioned and shall be full authority to the State Liquor Control Board to recognize such assignment or consent for cancellation to the same extent as though it were personally executed by the seller.

IT IS FURTHER UNDERSTOOD AND AGREED, That a part of the property agreed to be sold will become obsolescent during the term of this contract and that the purchaser will replace the same by other personal property of the same or a similar kind; it is agreed that such replacement shall be for the benefit of the seller and that the title to the said property as well as all other property placed in the premises as a part of and for the benefit of the business conducted therein shall be considered the property of the seller and subject to the terms of this agreement and that in case of a declaration of forfeiture as hereinafter provided, the same may be repossessed by the seller to the same extent as the property specifically agreed to be conveyed hereby.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or to insure the premises as above provided, the seller may pay such taxes, and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances, except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The parties agree: (1) (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 improvements thereon, shall be binding unless the promise, agreement or repre-