

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO. CO. 18873

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On the following terms and conditions: The purchase price is SIXTEEN HUNDRED AND no/100 (\$1600.00) dollars, of which TWO HUNDRED and no/100 (\$200.00) dollars has been paid, the receipt whereof i s hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

in twelve equal monthly installments of \$25.00 each payable on the 18th day of each month commencing December 18th, 1949 and thereafter in equal installments of \$50.00 each month payable on the 18th day of each month commencing December 18th, 1950, with interest on unpaid balances at the rate of 4 percent per annum payable monthly. Any installment of principal may be paid in advance of the due date.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a warranty deed deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than 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. Upon the termination of the purchaser's rights, all payments made 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 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. Waiver of any default shall not be construed waiver of this covenant as to subsequent defaults.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof, the parties have signed and sealed this contract the day and year first above written.

Adahlia Johnson (Seal)

Dean O. Evans (Seal)

Betty Jean Evans (Seal)