

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

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.

The seller agrees to furnish a Puget Sound Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the down payment insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

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.

Melvin Douglass (Seal)

Al S. Keller (Seal)

STATE OF WASHINGTON, }
County of Skamania } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of December 1949, personally appeared before me Melvin Douglass to me known to be the individual 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.

(Notarial seal affixed) Raymond C. Sly
Notary Public in and for the state of Washington,
residing at Stevenson.

Filed for record December 27, 1949 at 9-00 a.m. by Melvin Douglass.

John C. Waechter
Skamania County Auditor

#40293 Mary L. Eaton to Glen Cottrell

STATUTORY WARRANTY DEED

THE GRANTOR MARY L. EATON, a widow, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, conveys and warrants to GLEN COTTRELL the following described real estate, situated in the County of Skamania, State of Washington:

The South half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 26, Township 2 North, Range 5 East of the W. M. and Commencing at a point on the East line of Section 26, Township 2 North, Range 5, East of the W. M., which point is 1320 feet North of the Southeast corner of said Section 26; thence North 280 feet; thence West 2640 feet to the North and South center line of said Section 26; thence South on said North and South center line, a distance of 280 feet more or less, to the Northwest corner of the South half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section; thence East