

declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be <sup>to be</sup> considered/a tenant of said premises at will and shall be entitled to only such notice to vacate as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

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, seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by 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 expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 23 day of Jan, 1948.

Witnesses:

Ruth Haskins

John Delletiglie Widower  
Seller.

Fred R. Nichols  
Buyer

Filed for record June 11, 1948 at 10-35 a.m. by Juanita Nichols.

John C. Washington  
Skamania County Auditor

#37994

Lac Clark Stafford et ux to Charles G. Dade et ux

CONTRACT - REAL ESTATE

THIS AGREEMENT, Made this 19th day of August, 1947 between Lac Clark Stafford and Mary A. Stafford husband and wife, hereinafter called the seller, and Charles G. Dade and Pauline E. Dade, husband and wife, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to me made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit: