

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

108
YAKIMA BONDING & PTG. CO. 192512

any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Jesse Pulliam (SEAL)
Deloris Pulliam (SEAL)
A. J. Wiitala (SEAL)
Mildred J. Wiitala (SEAL)

STATE OF WASHINGTON,)
County of King) SS.

On this day personally appeared before me JESSE PULLIAM and DELORIS PULLIAM, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of May, 1950.

(Notarial seal affixed)

M. M. Ramey
Notary Public in and for the State of Washington,
residing at Seattle.

Filed for record May 20, 1950 at 10-48 a.m. by J. A. Clemans.

John C. Wachtel
Skamania County Auditor

#40791

Jesse Pulliam et ux. to J. A. Clemans

SELLER'S ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

For value received, the assignors, JESSE PULLIAM and DELORIS PULLIAM, his wife, hereby assign, transfer and set over to J. A. CLEMANS, a single man the assignee, that certain real estate contract entered into on May the 17th, 1950, between JESSE PULLIAM and DELORIS PULLIAM, his wife, as seller, and A. J. WIITALA and MILDRED J. WIITALA, his wife, as purchaser, for the sale and purchase of the following real estate situated in Skamania County, Washington, to -wit:

Lots Five (5), Six (6) and Seven (7) of Block Three (3), Roselawn Extension, to town of Stevenson, excepting that portion of Lot Seven (7) described as follows: