

keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void or foreclose by strict foreclosure in equity, and in either of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without ^{any} declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the court may adjudge reasonable for attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way effect Their right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.

In presence of
H. A. Walrod
Mae Walrod

William A. Robison (SEAL)
Evelyn M. Robison (SEAL)
George W. Heine (SEAL)
Francis A. Heine (SEAL)

Filed for record August 21, 1950 at 2-00 p.m. by George Heine.

John C. Wackler
Skamania County Auditor

#41349

Frederick R. Nichols to Juanita B. Nichols

QUIT CLAIM DEED

THE GRANTOR FREDERICK R. NICHOLS for and in consideration of Ten & no/100 Dollars and other Valuable considerations (\$10.00) dollars, in hand paid, conveys and quitclaims to JUANITA B. NICHOLS, his wife, all interest in the following described real estate, situate in the county of SKAMANIA State of Washington:

Beginning at a point which is 801.1 feet South and 919.18 feet West of the Northeast corner of Section 21, Township 2 North, Range 7 East of the Willamette Meridian; and running thence North 79°51' West 509.28 feet to a point which is the true point of beginning of the tract herein described; and running thence North 79°51' West 50.92 feet; thence North 0°48' West 40 feet; thence North 67° 05' East 53.98 feet to a point which is North 0°48' West 70 feet from the place of beginning; and thence South 0°48' East 70 feet to the place of beginning, the same being designated as Lot 11, Block 11, of the unrecorded plat of North Bonneville.

Dated this 31st day of May, A. D. 1950

Frederick R. Nichols (SEAL)

STATE OF WASHINGTON,)
COUNTY OF Skamania) SS.

On this day personally appeared before me FREDERICK R. NICHOLS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of May, 1950.

(Notarial seal affixed)

R. M. Wright
Notary Public in and for the State of Washington,
residing at Stevenson, Wash.