

the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on October 28, 1950, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to 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, and upon his doing so, all payments made by the 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 expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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

Len Eagle (Seal)

Lula M. Eagle (Seal)

C. O. Blanchard (Seal)

Ora M. Blanchard (Seal)

STATE OF WASHINGTON,)
) SS.
County of Skamania)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of October, 1950, personally appeared before me Len Eagle and Lula M. Eagle to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Robert J. Salvesen
Notary Public in and for the state of Washington,
residing at Stevenson, therein.

Filed for record October 19, 1950 at 1-00 p.m. by C. E. Chanda.

John C. Wachter
Skamania County Auditor

#41671

Leo S. Spano et ux to James A. Gadbaw et ux

WARRANTY DEED

The grantors Leo S. Spano and Conchita Spano, husband and wife, of the city of Portland, county of Multnomah State of Oregon, for and in consideration of Ten Dollars and other valuable considerations in hand paid, convey and warrant to James A. Gadbaw and Mae Gadbaw,