

SKAMANIA COUNTY, WASHINGTON

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.

Herbert N. Robinson (Seal)

Nettie L. Robinson (Seal)

Andrew E. Rippy (Seal)

Isabel L. Rippy (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 4th day of April, 1951, personally appeared before me Herbert N. Robinson and Nettie L. Robinson 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 April 19, 1951 at 9-50 a. m. by C. E. Chanda

*James C. Chanda*  
Skamania County Auditor

#42316

Herbert N. Robinson, et ux to J. W. Marsh

#### ASSIGNMENT OF CONTRACT

We, the undersigned, in consideration of the payment to us of Six Hundred Twenty-six and 98/100 Dollars (\$626.98) by J. W. MARSH, hereby assign all our right, title and interest in and to a certain contract of sale given by us to ANDREW E. RIPPY and ISABEL L. RIPPY, husband and wife. This assignment is herewith attached to said contract marked Exhibit "A" and by reference made a part of this assignment.

That said assignee holds a mortgage on the property described in said contract on which there remains unpaid the sum of Sixteen Hundred Seventy-three and 02/100 Dollars (\$1673.02) which the vendees in said contract assume and agree to pay to J. W. MARSH. To enable our assignee to perform our covenants under said contract of sale, it is necessary that we give the assignee a deed. It is hereby understood the deed is in no manner to be treated as a merger of legal title so as to affect the legality of the assignee's mortgage.

WITNESS our hands this 14th day of April, 1951.