

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

balances and the \$20.00 payments shall include interest.

It is understood and agreed between the vendor and the vendees that when the payments have been made in full, together with the interest, that a warranty deed and title insurance will be made to the vendees, warranting the title free and clear except as to such liens as may accrue by way of taxes or assessments subsequent to the 1948 taxes and such liens as may accrue by, through or under the possessory rights of the vendees.

It is further understood and agreed that the title to the property above described shall remain in the vendor until the purchase price has been paid in full, according to the terms of this agreement; that this contract is to be considered to be a conditional contract of sale and that in case the vendees fail to make payments as hereinbefore specified, the vendor may elect to repossess itself of the property because of such failure to comply with the terms of this agreement and may retain such amounts as may be paid thereon by way of rentals for the use and occupation of the premises and by way of liquidated damages because of the vendees' breach of the terms of this agreement, or the vendor may sue for the balance of the purchase price.

It is further understood and agreed between the vendor and the vendees that any buildings or improvements placed upon this property shall become a part of the real property when such buildings are so built or any improvements are made, and it is further understood and agreed that the vendees will not allow any liens to accumulate or be filed against this property, and if any liens are filed or any accumulate against this property, that this shall be considered to be a breach of the terms of this contract.

It is further understood and agreed that in case it becomes necessary to maintain action to enforce collection of the payments due or to repossess the property, that a reasonable attorney's fee may be allowed in addition to the costs of such action.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, this 1st day of October, 1948.

(Corporate seal affixed)

MOFFETTS HOT SPRINGS COMPANY

By Geo. Y. Moody
President

By John Wilkinson
Secretary

Kenneth C. Faulkner
VENDEE

Filed for record April 19, 1950 at 2-15 p.m. by R. J. Salvesen.

John C. Wichter
Skamania County Auditor

#40655

Elizabeth R. Faulkner to Kenneth C. Faulkner

ASSIGNMENT OF REAL ESTATE CONTRACT

THIS INDENTURE, Made this 22nd day of October, 1949, witnesseth that ELIZABETH R. FAULKNER, the vendee named in the real estate contract herein mentioned, for and in consideration of Ten Dollars (\$10.00), lawful money of the United States, to her in hand paid by KENNETH C. FAULKNER, has sold, and by these presents, does sell, transfer, assign and set over, unto the said KENNETH C. FAULKNER, a contract for sale of the following described real estate in the County of Skamania, and State of Washington, to-wit: said contract attached hereto; being more particularly described in said contract, which said contract was made and executed by Moffetts Hot Springs Company of Vancouver, Washington, and bears date of the first day of October, 1948.

TO HAVE AND TO HOLD the same as well as all my interest and estate in said property unto the said Kenneth C. Faulkner, his heirs, executors, administrators and assigns,