

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

a lien against the said real property; (2) to keep the buildings now and hereafter placed upon the said real property unceasingly insured against loss or damage by fire to the full insurable value thereof, and in case of the purchaser's failure so to to the seller at his option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to reimburse the seller within thirty days from the date hereof for the prorated value of prepaid fire insurance policies insuring the said real property; (4) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (5) not to use the premises for any illegal purpose; (6) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same occur shall constitute a failure of consideration; and (7) that a full inspection of the said real property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated.

The seller agrees: (1) upon receiving the said purchase price in full together with interest, to furnish the purchaser with an abstract of title continued to and including the date of execution of this contract. (2) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Sec. 11, Laws Ex. 1951; and (3) that the purchaser shall have possession of the said real property immediately; and (4) to convey by warranty deed subject to contract.

AN IT IS FURTHER AGREED 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; and 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.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

C. A. Walker (SEAL)

Agda L. Walker (SEAL)  
Sellers

By their attorney in fact, William J. Smith  
William J Smith (SEAL)

Melvin A. Douglass (SEAL)

Ruth E. Douglass (SEAL)  
Purchasers

STATE OF WASHINGTON

County of Skamania

ss.

On this 5th day of September, 1951, before me personally appeared William J. Smith who executed the within instrument as Attorney in Fact for C. A. Walker and Agda L. Walker and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for C. A. Walker and Agda L. Walker for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said C. A. Walker and Agda L. Walker