

ness; (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 February 1, 1952 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.

Norman S Garwood (Seal)  
 Hazel S Garwood (Seal)  
 Alfred R Daugherty (Seal)  
 Betty J Daugherty (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 5th day of February, 1952, personally appeared before me Norman S. Garwood and Hazel S. Garwood, husband and wife 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

NO. 327 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID FEB 7 1952 AMOUNT 38.00 COUNTY TREASURER BY Julia Lee, Dep.

Filed for record February 7, 1952 at 11-55 a. m. by C. E. Chanda.

*John C. Wacker*  
 Skamania County Auditor

#43557

J.M. Skaalheim to Earl Hickenlooper et ux.

STATUTORY WARRANTY DEED

THE GRANTOR, J. M. SKAALHEIM for and in consideration of TEN DOLLARS and other good and valuable considerations in hand paid, conveys and warrants to EARL HICKENLOOPER and

DOROTHY MAE HICKENLOOPER, husband and wife 715 N.E. 64th Ave., Portland, Or the following described real estate, situated in the County of Skamania, State of Washington:

Beginning at the northeast corner of the Southwest Quarter of Section Twenty-six (26), Township Three (3) North, Range Eight (8), East of the Willamette Meridian; go thence north 89°47' west 646 feet to the point of beginning of the tract herein conveyed; thence south 1°35' east 208 feet to a point; thence south 89°47' east 140 feet; thence north 1°35' west 208 feet; thence north 89°47' west 140 feet to the point of beginning.

Dated this 25th day of January, 1952

J. M. Skaalheim (SEAL)

STATE OF WASHINGTON, )  
County of Klickitat. ) ss.

On this day personally appeared before me J. M. SKAALHEIM to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and 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 25th day of January, 1952.

(Notarial Seal affixed) Edward P. Reed  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.

NO. 328 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID FEB 11 1952 AMOUNT 1.00 COUNTY  
TREASURER BY Julia Lee Dep.

Filed for record February 8, 1952 at 4-30 p.m. by J. M. Skaalheim.

*John C. Naetter*  
Skamania County Auditor

UNOFFICIAL COPY