

JOHN ZINIKER ET UX TO FRANK ZINIKER

IT IS HEREBY AGREED BY AND BETWEEN JOHN ZINIKER AND VERENA ZINIKER (HUSBAND AND WIFE) THE VENDORS AND FRANK ZINIKER (A SINGLE MAN) THE PURCHASER, THAT THE SAID VENDORS WILL SELL TO SAID PURCHASER, HIS HEIRS OR ASSIGNS, AND THAT THE SAID PURCHASER WILL PURCHASE THE FOLLOWING DESCRIBED LOT, TRACT, OR PARCEL OF LAND SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SEC. NINE (9) AND THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SEC. EIGHT (8) TOWNSHIP ONE (1) NORTH OF RANGE FIVE EAST OF THE W.M. EXCEPTING THEREFROM THIRTY (30) ACRES HERETOFORE SOLD TO HENRY J. BIDDLE BY DEED RECORDED AT PAGE 227 OF BOOK N. OF DEED RECORDS OF SKAMANIA COUNTY, WASH. ALSO TEN (10) ACRES HERETOFORE SOLD TO ALFRED FELIX HUG BY OSCAR F. McNUTT BY DEED RECORDED ON PAGE 115 OF BOOK G. DEED RECORDS OF SKAMANIA COUNTY WASH, ALSO ALL EXISTING ROADS AND RIGHT OF WAYS OVER THE SAME.

ALSO THE FOLLOWING CHATTELS, SIXTEEN (16) COWS AND THREE (3) CALVES, THREE (3) HORSES, ALL WAGONS, HARNESS, FARM MACHINERY AND TOOLS NOW ON THE FARM.

1. THE PURCHASE PRICE OF SAID LAND AND PERSONAL PROPERTY IS TWELVE THOUSAND FIVE HUNDRED (\$12500.00) DOLLARS, OF WHICH THE SUM OF ONE (\$1.00) DOLLARS HAS THIS DAY BEEN PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY SAID VENDORS AND THE FURTHER SUM OF TWELVE THOUSAND FOUR HUNDRED NINETY NINE (\$12499.00 DOLLARS TO BE PAID AT WASHOUGAL WASHINGTON. AS FOLLOWS:

THE SUM OF \$12499.00 ON THE FIRST DAY OF OCTOBER 1936, AND THE SUM OF..... WITH INTEREST ON ALL DEFERRED PAYMENTS FROM DATE HEREOF AT THE RATE OF FOUR PER CENT. PER ANNUM, TO BE PAID SEMI ANNUALLY ON THE 1ST DAYS OF OCTOBER AND APRIL UNTIL THE FULL PAYMENT THEREOF.

2. SAID PURCHASER AGREES TO PAY ALL TAXES, ASSESSMENTS AND IMPOSITIONS LEVIED OR ASSESSED AGAINST SAID PROPERTY SUBSEQUENT TO THE DATE HEREOF, AT THE TIME THE SAME SHALL BECOME DUE AND PAYABLE; ALSO TO KEEP ALL BUILDINGS THEREON INSURED FOR A SUM EQUAL TO THE DEFERRED PAYMENTS ABOVE SPECIFIED, IN SOME INSURANCE COMPANY SATISFACTORY TO SAID VENDORS, WITH LOSS, IF ANY, PAYABLE TO SAID VENDORS OR THEIR ASSIGNS AS THEIR INTEREST MAY APPEAR.

3. IT IS FURTHER AGREED THAT NO EXTENSION OF TIME OF PAYMENT OR WAIVER OF DEFAULT IN THE PAYMENT OF ANY INSTALLMENT OF PRINCIPAL OR INTEREST DUE UNDER THIS CONTRACT SHALL EFFECT THE RIGHT OF SAID VENDORS TO REQUIRE PROMPT PAYMENT OF ANY SUBSEQUENT INSTALLMENT OF PRINCIPAL OR INTEREST, OR TO DECLARE A FORFEITURE FOR NON-PAYMENT THEREOF.

4. SAID PURCHASER AGREES TO EXECUTE, ACKNOWLEDGE AND DELIVER AT ANY TIME ON DEMAND OF VENDORS A MORTGAGE FOR BALANCE UNPAID ON THIS CONTRACT, PAYABLE IN INSTALLMENTS AS HEREIN BEFORE SPECIFIED, AND TO ASSIGN INSURANCE AS SECURITY FOR PAYMENT THEREOF IN A SUM EQUAL TO THE FACE OF SUCH MORTGAGE.

5. SAID LAND SHALL BE CONVEYED BY A GOOD AND SUFFICIENT WARRANTY DEED TO SAID PURCHASER, WHEN SAID PURCHASE PRICE SHALL BE FULLY PAID, OR UPON DEMAND OF VENDOR FOR A MORTGAGE COVERING THE UNPAID PORTION OF PURCHASE PRICE.

6. TIME IS OF THE ESSENCE OF THIS CONTRACT, AND IN CASE OF FAILURE OF THE SAID PURCHASER TO MAKE EITHER OF THE PAYMENTS OR PERFORM ANY OF THE COVENANTS ON HIS PART, THIS CONTRACT SHALL BE FORFEITED AND DETERMINED AT THE ELECTION OF THE SAID VENDORS; AND THE SAID PURCHASER SHALL FORFEIT ALL PAYMENTS MADE BY HIM ON THIS

8,20