

DEED RECORD W

SKAMANIA COUNTY, WASHINGTON

as their interest appears.

The parties of the second part further promise and agree that they will place improvements upon the said real property to the value of at least \$950.00 within one year; For the purpose of guarantee of the performance of this agreement the parties of the second part agree to place upon deposit with the Bank of Stevenson the sum of \$950.00 subject to check to be countersigned by W. A. Arnold, and in case any of the said money remains unexpended for improvements as aforesaid for a period of one year, the balance so remaining unexpended shall be paid by the said Bank of Stevenson to the said parties of the first part to be credited upon this contract; provided that the said parties of the second part, may at their option in lieu of making said improvements pay the said sum of \$950.00 so deposited, or any part thereof remaining unexpended, to the parties of the first part for credit hereon, at any time. It is understood that the parties of the second part shall be the judge of the kind and character of improvements which shall be placed upon said property, except that the same shall be of a nature ^{to} add value as improvements to said property. It is intended that the said parties of the second part shall fully pay all claims which may be justly payable and may become a lien against said property, or any part thereof.

The parties of the first part covenant and agree that in case the said payments be made at the time and in the manner herein provided, and the terms, conditions and agreements herein contained are fully performed by the parties of the second part, they will deliver to said parties of the second part a good and sufficient conveyance, containing the usual covenants of warranty, but in case of default in payment of said sums of money or in the performance of the agreements herein contained, the parties of the first part may immediately terminate this agreement and take possession of said premises and all sums paid hereunder shall be forfeited as liquidated damages, and all improvements shall remain as a part of said realty.

The parties of the first part have furnished to the parties of the second part an abstract of title covering the premises herein described, which has been examined by the said parties of the second part and found sufficient, and which is to be retained by the parties of the first part until this agreement has been fully complied with; and the said parties of the parties of the first part shall not be required to bring the same down to date of last payment, but shall pay the costs of any items caused by or on account of the acts of said parties of the first part or their successors in interest.

This agreement shall be binding upon the parties hereto and upon their heirs, administrators, executors and assigns, but no assignment hereof shall be valid without the written consent of the parties of the first part.

Time is of the essence of this agreement, and this covenant shall not be waived by acceptance of any payment after the date the same shall be payable, or by permission to perform any covenant after default.

A conveyance for said promises shall be executed by the parties of the first part any, placed in escrow in Bank of Stevenson, to be delivered upon complete performance of this agreement. Payments hereunder may be made either to the Bank of Stevenson, or directly to the parties of the first part, and in the later event receipts shall be taken, which shall be accepted by said Bank in lieu of payment to it as evidence of compliance with the terms of this agreement.

In Testimony Whereof the said Fannie A. Arnold, by her attorney in fact, and the said W. A. Arnold, parties of the first part, and the said parties of the second part have executed these presents in duplicate this 9th day of October 1929.

Fannie A. Arnold
By W. A. Arnold, her Attorney in fact.

W. A. Arnold, Parties of the first part.

James J. Shattuck

Dora A. Shattuck, Parties of
the second part.