

# DEED RECORD X

## SKAMANIA COUNTY, WASHINGTON

dred (\$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 affect 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 contract and all rights acquired hereunder, and such payments shall be retained by the said vendors as liquidated damages, and they shall have the right to re-enter and take possession of said land and premises and every part thereof. This contract shall not be sold or assigned to any other person except upon the payment of \$6000. of said purchase by the purchaser and an agreement for the payment of six per cent interest on the balance.

Executed in duplicate this 14th day of October, 1924.

John Ziniker (seal)  
Verena Ziniker (seal)  
Frank Ziniker (seal)

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAMANIA )

I, E. H. Prindle, Notary Public in and for the State of Washington, residing at Prindle therein do hereby certify that on this 26th day of November, 1924, personally appeared before me John Ziniker and Verena Ziniker (husband and wife) and Frank Ziniker to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 26th day of November, 1924.

E. H. Prindle  
Notary Public in and for the State of  
Washington, residing at Prindle therein.

(Notarial seal affixed)