

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

And the total balance due under the terms of this contract shall be paid on or before ten (10) years from date hereof.

It is mutually understood and agreed by and between the parties hereto that title to all crops grown or hereafter produced, including all personal property now used or to be acquired in connection with said operation shall be vested in the first party during the life of this contract. It is further understood and agreed that the second parties shall keep all buildings now on the premises or to be erected thereon during the life of this contract, insured against fire in an amount not less than \$4500.00, in an insurance company satisfactory to the first party, with loss payable to first party as its interest may appear. It is mutually agreed that all improvements placed upon said land shall not be removed before final payment has been made on account of the purchase price.

Whereas, it is mutually agreed that a first mortgage may be placed on said land at the option of the first party, and the proceeds turned over to the first party to apply on the balance due on this contract, second parties agree that when a mortgage in an amount sufficient for the needs of the first party is available from the U. S. Government or from some other source, they will take title to said land and execute a note and mortgage to secure such loan, provided that the interest rate shall not exceed six per cent (6%) per annum. And at the same time the second parties agree to execute a second mortgage in favor of the first party for the balance of the purchase price above said first mortgage, to be payable according to the terms of this contract.

The second parties agree that they will not sell or assign their interest in the within contract without the consent of the first party.

In case the second party does perform punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first part shall give unto the second parties, or their heirs, upon request at Portland, Oregon and upon the surrender of this agreement, an abstract showing marketable title continued as to date and a good and sufficient deed of conveyance conveying said premises in fee simple free and clear of incumbrances, excepting such mortgage as may then exist, and all liens and incumbrances created subsequent to the date of this agreement.

But in case the second parties shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void, and in such case, all the right and interest hereby created or then existing in favor of the second party derived under this agreement shall utterly cease and determine, and the premises, including personal property, aforesaid shall revert and revest in the first party without any declaration or forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second parties of reclamation or compensation for money paid or for improvements made as absolutely, full and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second parties agree to pay such sum as the court may adjudge reasonable for attorney's fees in said suit or action.

In Witness Whereof, the said parties have hereunto set their hands in duplicate the day and year first above written.