

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

for any article or articles of personal property herein mentioned, other articles of equal value.

It is agreed that when the vendees have paid a sum equal to \$5000.00 on the purchase price, the vendors will deliver to vendees a good and sufficient Warranty Deed to the real estate and a bill of sale for the personal property herein named, and will take back a mortgage on the real estate for the unpaid balance. Said mortgage to be paid in the same, or similar manner and terms as is set forth in this contract.

The Vendors agree to furnish the vendees with a written opinion from Attorney R. C. Sly as to the title of the hereinabove described real estate; same to be furnished at time this deal is closed, and also to furnish an abstract of title at the time of delivering deed to purchasers. Said abstract to show said property to be free from all liens and encumbrances as of the date of transfer of deed and the title to be merchantable.

The vendors shall pay all encumbrances, if any, that are against said property at the present time, except, however, that the vendees shall pay the 1934 taxes and any and all taxes and assessments which may accrue, or become due from and after this date.

It is further agreed between the parties hereto that in the event that Vendors can use any of the real estate that Card's Ranch Co., own in Klickitat County, that the vendees will cause the same to be conveyed to Vendors, or to their order, and Vendors will give vendees credit on this contract for the sale price agreed to be paid for the Card's Ranch property. This agreement to hold in full force and effect until \$3000.00 shall have been paid on the unpaid balance of \$9000.00.

The Vendors agree to transfer their present fire insurance policies to the vendees. And the vendees agree to keep the buildings on said premises insured in an amount of not less than \$5000.00, with "Loss Payable Clause" in favor of vendors as their interest may appear.

Time is the essence of this contract, and in case of the failure of the vendees to make the payments at the time specified, the vendors may give vendees written notice of such delinquency; and in the event that the delinquent payments are not met within sixty days from date of delinquency, the vendors shall have the option of declaring this contract forfeited, and may take possession of said land, premises and personal property, and all payments made hereunder shall be forfeited as liquidated damages. Acceptance of any payment after the due date shall not be construed as a waiver of any part of this covenant as to any subsequent default.

The vendees may have possession of the said premises upon demand at any time after February 15th, 1935, unless they then be in default hereunder.

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

In Witness Whereof the parties to this agreement have hereunto set their hands in duplicate the day and year first above written.

Herbert M. Ziegler	(seal)
Isabelle H. Ziegler	(seal)
Vendors.	
Harry J. Card	(seal)
Margaret J. Card	(seal)
Vendees.	

STATE OF WASHINGTON)
COUNTY OF KICKITAT) ss

This is to certify that on this 29th day of January, 1935, before me, the undersigned