

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

In case the Seller shall waive any breach of the Buyer of any of the terms and conditions of this agreement or any payments provided for in the herein described note, it is expressly agreed that such waiver shall not be deemed a waiver of the breach of any other provision or provisions of said note and agreement or of any subsequent or continuing breach of such provision or provisions.

But in case the Buyer shall fail to make the payments aforesaid, or any of them, punctually, as the same shall become due and at the times above specified, the time of payments being declared to be the essence of this agreement, or perform any of the conditions and provisions provided for herein, the Seller shall have the right to tender a deed to said property and waive the security on the note herein referred to and upon said tender of deed the entire unpaid balance of said note shall, without notice, become immediately due and payable; or, at her option, the Seller may declare this agreement null and void, and in such case all the right and interest hereby created or then existing in favor of the Buyer derived under this agreement shall immediately cease and determine and the premises aforesaid shall revert and revest in the Seller without any declaration of forfeiture or act of re-entry or without notice to the Buyer or without any other act by the Seller to be performed, and without any right of the Buyer of reclamation or compensation for money paid or for improvements made, and all payments hereon shall be retained by the Seller as the agreed reasonable rental of said premises and as liquidated damages for the failure of the Buyer to carry out the terms and conditions of this agreement; and should the Buyer breach any of the terms provided for in this agreement, the Seller shall have the further right to take possession immediately of said premises and all such further remedies as may be available, either in law or in equity, it being expressly agreed that in case of such breach the Seller's rights provided for herein shall include the extraordinary remedy of forcible entry and detainer, ^{and} the Buyer agrees that after such breach the only interest in the above described real property that he thereafter will have (unless the Seller decides to exercise her option to tender deed to same and to file suit or action to collect the afore-described note, as herein provided) will be that of a tenant occupying said premises on a month to month basis, and that a default in any of the payments or provisions provided to be made by the Buyer in this contract will be considered as a default in the payment of such month to month rent, and the Buyer hereby expressly waives all his rights to any statutory, legal or equitable notice after such default has been made. It is further agreed that in the event that the Seller elects to file forcible entry and detainer proceedings to regain possession of said premises, the Buyer agrees that the filing of such proceeding shall be notice of the Seller's election to declare this agreement null and void.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

Anna F. Cookman (Seal)
Seller.

Eugene Fersen (Seal)
Buyer.

DISTRICT OF COLUMBIA,)
City of Washington,) ss.

Be it Remembered, that on this 21st day of April, 1936, before me, the undersigned, a Notary Public in and for said City of Washington and District of Columbia, personally appeared the within named Eugene Fersen, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year