

It is understood and agreed that the above named parties of the second part have examined an abstract of title to the premises herein described and have approved the title thereto to the date of this agreement. In case the parties of the second part desire a continuation thereof, such continuation shall be at their own expense except as to such matters as may be caused by the acts of the party of the first part or may become necessary by reason of the continuation of the probate procedure in the matter of the estate of J. W. Shipley, deceased. Approval of title to this date shall not bar any objection to any matter occurring subsequent to the date hereof which renders title unmerchantable.

In case the parties of the second part shall pay the said sum of \$3000.00 and interest at the time and in the manner above specified and shall keep and perform the terms and conditions set out in this agreement the party of the first part will, upon execution and delivery to her by the parties of the second part of the promissory notes and mortgage above mentioned, execute and deliver to the parties of the second part a good and sufficient warranty deed for said real property and bill of sale for the said personal property, but in case the said parties of the second part shall fail to make the said payment at the time and in the manner above specified or shall fail to keep and perform the terms and conditions hereof then and in that event the party of the first part may immediately take possession of said real and personal property without any process at law being required and all payments made hereon shall be forfeited as liquidated damages. Should it be necessary for the party of the first part to bring any action at law to recover possession of said premises or to remove any cloud created by this agreement by reason of the refusal of the parties of the second part to remove same then and in that event she shall have the right to recover from the parties of the second part her costs and expenses incurred by such suit or action, including a reasonable sum as attorney's fee to be fixed by the court.

It is understood and agreed that the mortgage herein mentioned shall contain, in addition to the usual provisions, a specific covenant requiring the mortgagors to properly care for and cultivate the said real property in accordance with approved horticultural and agricultural methods, and that such covenant shall be a material consideration and agreement. It is also understood and agreed that the personal property herein described shall not be included in said mortgage, but that upon payment of the installment of \$3000.00 and interest as aforesaid title thereto shall vest absolutely in the parties of the second part by virtue of a bill of sale herein mentioned.

In Testimony Whereof the parties have executed these presents in duplicate this 28th day of February, 1942.

Alma E. Shipley
Party of the first part, individually and
as Executrix
Harry J. Card
Margaret J. Card
Parties of the second part.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 28th day of February, 1942, personally appeared before me Alma E. Shipley, to me known to be the individual described in and who executed the within instrument individually and as executrix and trustee under the Last Will and Testament of J. W. Shipley, deceased, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly, Notary Public for Washington
residing at Stevenson therein