

above described, doing no damage to any of the vendors property; provided that such right of way and right to enter on the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Sec. Twp. and Range is hereby limited to a period of five (5) years from this date.

The vendors covenant to and with the vendee, their heirs and assigns that they will convey said land, upon payment of the full sum of money above specified, and at the times herein specified; That such conveyance shall be by warranty deed in the usual form, with covenants against any and all encumbrances from tax foreclosure to this time; and at the time of making the last payment above referred to shall furnish either an abstract of title, showing marketable title in the vendors, or title insurance, in the usual form, to cover the 120 acres so referred to.

Time is of the essence of this agreement, and for failure on the part of the Vendee to make the payments at the time and in the manner herein specified the Vendors may, at their option, declare the full sum unpaid at the time of any default, then due and collectible and may proceed by suit or action to collect the unpaid balance hereunder, or to foreclose this contract. That in the event of any such suit or action any and all sums paid shall remain and be the property of the vendors, and not subject to recoupment.

The Vendee on their part covenants to well and truly pay the said sums so specified at the times and in the manner herein named; and do further agree to pay such sum as the court may fix as a reasonable attorney fee in any suit or action to enforce this agreement, or any part thereof.

In Witness Whereof the parties hereto have executed this instrument in duplicate this 29th day of May, 1942.

Jacob Greener (seal)
Anna I. Greener (seal)
Vendors

Carl J. Olson
Ernest Olson
Edwin Nelson
Frank Houts

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

Personally appeared before me, a notary public for Oregon, the within named Jacob Greener and Anna I. Greener, husband and wife, to me known to be the identical persons named in and who executed the within instrument and who acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and notarial seal this 29th day of May, 1942.

(Notarial seal affixed)

L. S. Parker
Notary Public for Oregon.
Com'n exp. July 7, 1943.

(Auditor's note: Attached to this Land Sale agreement is the following:)

Referring to terms of within contract that vendors shall "at the time of making last payment," "furnish either an abstract of title showing marketable title in the vendors, or title insurance," it is understood that purchaser's title insurance has been now ordered, preliminary report made showing marketable title in vendors, and this policy as issued will be accepted by vendees when final payment made and deed delivered, in full satisfaction and discharge of terms of the contract above referred to.

Jacob Greener (seal)
Vendor
Ernest Olson (seal)
For Vendees

Filed for record June 23, 1942 at 11-55 a.m. by Olson Bros. Lbr. Co.

Mabel J. ...
Skamania Co. Auditor.