

28th day of June, 1940.

Jessie A. Buttles

Bert B. Buttles

Parties of the first part.

Otto J. Hofmann

Party 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 June, 1940, personally appeared before me Jessie A. Buttles and Bert B. Buttles, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their 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.

Raymond C. Sly

(Notarial seal affixed)

Notary Public for Washington,  
residing at Stevenson therein.

Filed for record July 6, 1940 at 8:00 o'clock a.m. by Grantee.

Mabel J. Case  
Skamania County Auditor.

#29136

Edward J. Miller et al to Pearl Agnes Paige et al.

THIS AGREEMENT, Made and entered into by and between Edward J. Miller, a bachelor, party of the first part and Pearl Agnes Paige and Frank F. Lawrence, a single man, parties of the second part, WITNESSETH:

The party of the first part in consideration of the payments to be made as hereinafter provided does hereby covenant and agree to sell and convey unto the parties of the second part the following described real property in Skamania County, Washington, to-wit:

The East half of Lot 3 of Oregon Lumber Company's Subdivision in Section 14 Tp. 3 N. R. 9 E. W. M.

Excepting the following:

Those two tracts of land conveyed to Dovie Leisy and Elizabeth Whitney as described at pages 5 and 382 respectively Book "Z" of Deeds, records of Skamania County, Washington.

for the sum of \$1500.00 to be paid as hereinafter provided.

The parties of the second part promise and agree to purchase the above described real property for the said sum of \$1500.00 and pay the said principal together with interest thereon at 6% per annum in the following manner, to-wit: \$20.00 on the 1st day of June, 1940 and \$20.00 on the 1st day of each month thereafter until the whole sum of principal and interest have been paid. Interest shall be paid upon unpaid balances at the rate of 6% per annum, payable quarterly.

The parties of the second part further promise and agree that they will pay before delinquency all taxes or other assessments which may be levied against the said real property and that they will keep the buildings upon said premises insured in a total amount of at least \$1200.00, payable to the parties to this agreement as their interest appears.

In case the parties of the second part shall make the payments aforesaid, at the time and in the manner herein provided, then the party of the first part will make, execute and deliver to them or their heirs or assigns a good and sufficient warranty deed for said

premises; but in case they shall make default in the payments of either principal or interest or shall fail to keep and perform any covenant or agreement herein contained then and in that event the party of the first part may at his option terminate this contract and take possession of the premises and eject therefrom any person or persons holding possession thereof and in such event all payments made hereunder shall be forfeited to the party of the first part.

Time is of the essence of this agreement but acceptance of any payments after the due date thereof or waiver of any default shall not be construed as a waiver of this condition as to subsequent defaults.

The parties of the second part shall have the right to make payments on account of principal at any time but in event of such payment credit shall be given upon the last installments payable hereunder.

IN TESTIMONY WHEREOF, We have executed these presents in duplicate this 31st day of May, 1938.

Edward J. Miller

Party of the first part

Pearl Agnes Paige

Frank F. Lawrence

Party 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 31st day of May, 1938, personally appeared before me Edward J. Miller, a bachelor, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his 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.

Raymond C. Sly

(Notarial seal affixed)

Notary Public for Washington,  
residing at Stevenson therein.

It is hereby agreed that that certain contract of sale dated October 30, 1931 and recorded November 14, 1931 at page 192 Book "3" of Agreements and Leases, made and executed by Edward J. Miller, a bachelor to Tom Herron and Teresa Herron, husband and wife, covering East half of Lot 3, above mentioned in the foregoing contract has been cancelled and annulled and all rights of the vendees therein have been forfeited.

Dated this 31st day of May, 1938.

Tom Herron

Teresa Herron

THIS AGREEMENT, Between Edward J. Miller, party of the first part and Pearl Agnes Paige and Frank F. Lawrence, a single man, parties of the second part, WITNESSETH:

IT IS UNDERSTOOD AND AGREED, That there is to be reserved in the deed to be made in compliance with contract dated May 31, 1938, the same easement described in contract between Edward J. Miller, a bachelor and Tom Herron et ux dated October 30, 1931 and recorded at page 192 Book "3" of Agreements & Leases, records of Skamania County, Washington, which reservations, exception and easement is therein described as follows:



"Reserving and excepting from the above an easement for pipe line and over and across said property along the course of Squaw Creek, together with the right to take water from said creek for domestic purposes. It being understood that the intake for said pipe line may be placed at any point in said creek upon or above said property, and there is further reserved the right of ingress and egress for the purpose of placing and maintaining said pipe line, intake reservoir and other structures necessary for the taking of said water and the preservation of said right."

IT IS FURTHER UNDERSTOOD AND AGREED, That this exception was omitted from the original contract above referred to by oversight.

Dated this 4th day of June, 1938.

E. J. Miller

Party of the first part.

Pearl Agnes Paige

Frank F. Lawrence

Parties of the second part.

# ASSIGNMENT OF REAL ESTATE CONTRACT.

-----000-----

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt of which I hereby acknowledge, I do hereby sell assign, transfer and deliver unto Pearl Agnes Paige, all of my equity, right, title and interest in and to the following:

That certain Real Estate Contract, made and entered into on May 31, 1938, by and between Edward J. Miller, a bachelor, as party of the first part therein, and Pearl Agnes Paige and Frank F. Lawrence the parties of the second part therein, through which said Contract the said Edward J. Miller agreed to sell and convey to the said Pearl Agnes Paige and Frank F. Lawrence, certain Real Estate and premises more full described as follows:

The East half of Lot 3 of Oregon Lumber Company's Subdivision of Section 14, Tp. 3 N. R. 9 E., W. M.; Except the following:

Those two tracts of land conveyed to Dovie Leisy and Elizabeth Whitney as described at page 5 and 382 respectively, Book "Z" of Deeds, records of Skamania County, Washington; Also easements for roads and pipe lines as now located on, along side or in use over and across said East half of Lot 3, above referred to, All as described mentioned or referred to in said original agreement herein referred to.

I, the party of the first part herein, certify further: That I have not encumbered the property herein described, and have no knowledge of any encumbrance being placed thereon since I acquired an interest or equity in said property, and that the total indebtedness against said property is the balance under the original contract of \$1200.00, and the accrued interest thereon to date.

That second party herein is hereby authorized by me to take possession of said property, and use any and all legal means that I might or could do or have done in carrying out the terms of the original agreement, and getting title thereto, she to make all payments due or coming due thereon thereby relieving me of financial liability in that respect, except that I am obligated to deliver title to my equity unencumbered except as herein stated.

IN TESTIMONY WHEREOF, I Frank F. Lawrence, have hereunto set my hand and seal this 7th day of December, 1938.

Frank F. Lawrence

I, Pearl Agnes Paige, do hereby accept the foregoing assignment of Contract, and agree to make the payments and carry out the provisions of the original agreement as therein provided.

Dated this 7th day of Dec. 7, 1938

Pearl Agnes Paige