

"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.

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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 fully 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 Dec. 7, 1938

Pearl Agnes Paige

STATE OF WASHINGTON,)
County of Klickitat,) ss.

This is to certify, That on this the ____ day of December, 1938, before me, the undersigned, Notary Public in and for the State of Washington, personally came Frank F. Lawrence and Pearl Agnes Paige, to me known to be the individuals described in and who executed the foregoing instrument, and who 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.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal this the ____ day of December, 1938.

(Notarial seal affixed)

C. H. Estes

Notary Public.

Filed for record July 11, 1940 at 9-50 o'clock a.m. by Martin Nielsen.

Martin Nielsen
Skamania County Auditor.

#25-77

Pearl Agnes Paige to Martin Nielsen et ux.

THIS AGREEMENT, Made and entered into this 6th day of July, 1940, between PEARL AGNES PAIGE, a single woman, party of the first part, and MARTIN NIELSEN and ELIZABETH NIELSEN, husband and wife, parties of the second part, WITNESSETH:

That the party of the first part promises and agrees to sell and convey unto the parties of the second part the following described property in Skamania County, Washington, to-wit:

1. Stock of goods, fixtures and furniture contained in that store building on the E½ of Lot 3, Oregon Lumber Company's Subdivision in Section 14, Tp. 3 N. R. 9 E. W. M., heretofore conducted by the party of the first part, including the following to-wit:

Computing scale, 1 cash register, 3 glass show cases, 2 stoves, 1 radio, 1 air compressor, delco lighting system and stock of goods inventoried at approximately \$300.00 consisting principally of groceries, tobacco, beer, gasoline and oils. Also Ice cabinet, gasoline pumps, tanks, oil containers and equipment.

Also all cabins and buildings upon the above mentioned real property together with all furniture and fixtures and furnishings therein, excepting the furniture in the cabin occupied by Glen Irwin.

Also all tools and equipment used in connection with said property.
Also 1 bus body being upon said property.

2. Executory contract of purchase dated May 31, 1938, executed by Edward J. Miller, vendor to Pearl Agnes Paige and Frank F. Lawrence, vendees, covering the following described real property:

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.

and the said parties of the second part promise and agree to purchase the said property and to pay therefor the sum of \$1500.00, as follows: \$500.00 upon execution of these presents and \$20.00 on the 15th day of each month, commencing August 15, 1940 without interest if payments are made at or before maturity but with interest at the rate of 8% per annum upon defaulted installments from the date of maturity thereof.

IT IS UNDERSTOOD AND AGREED, That upon the executory contract for the purchase of land above mentioned there is unpaid a balance of \$1500.00 upon principal and interest from the 1st day of June, 1940 at the rate of 6% per annum and that the parties of the second part assume and agree to pay the installments of principal and interest upon said executory