

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

contract from the 1st day of June, 1940 until the same has been fully paid and do form and comply with all the terms, conditions and covenants therein contained.

The parties of the second part may take immediate possession of said premises and shall have the quiet and peaceful possession thereof so long as they make the payments herein provided and keep and perform all the terms, covenants and conditions hereof and upon full payment of the purchase price the party of the first part will make and deliver to the parties of the second part a bill of sale for said personal property and assignment of the said real estate contract containing covenants of warranty against any encumbrances or defects of title therein, excepting such as may have been created or suffered by the parties of the first part, but in case of failure of the parties of the second part to make the payments aforesaid at the time and in the manner herein provided or to keep and perform any of the terms and conditions hereof, then the party of the first part may at her option immediately declare this agreement null and void and all payments made hereunder forfeited to the party of the first part as liquidated damages for said breach of contract and in such event said party of the first part may immediately re-take possession of said premises and every part and parcel thereof.

IT IS FURTHER UNDERSTOOD AND AGREED, That the party of the first part has joined in the execution of a deed of gift for a tract of land containing 100 x 150 feet to the Evergreen Grange No. 1076, Patrons of Husbandry, and that the parties of the second part will accept in their conveyance an exception as to said tract of land.

Time is of the essence of this agreement but acceptance of any installment after the due date thereof or the waiver of the performance of any of the conditions hereof shall not constitute a waiver of this covenants:

The parties of the second part promise and agree to keep the said personal property and the real property described in said contract free and clear of all delinquent taxes or other lawful assessments levied against the same.

IN TESTIMONY WHEREOF, The parties have hereunto set their hands the day and year first above written.

Pearl Agnes Paige
Party of the first part
Martin Nielsen
Mrs. Elizabeth Nielsen
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 6th day of July, 1940, personally appeared before me Pearl Agnes Paige, a single woman, to me known to be the individual described in and who executed the within instrument 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)

Approved
Edward J. Miller

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

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

Mabel J. Foster
Skamania County Auditor.