

#37085

LaVera N. Standish et vir to Benj. L. Chapman

EARNEST MONEY RECEIPT

RECEIVED FROM BENJAMIN L. CHAPMAN the sum of Sixteen Hundred (\$1600.00) Dollars to apply on the purchase of certain real estate situate in Skamania County, State of Washington, which description is hereto attached and marked Exhibit A. The full purchase price is Thirty-two Thousand (\$32,000.00) Dollars payable \$1,600.00 at the time of the signing of this agreement, and this agreement shall extend to October 1, 1947, and, if for any reason this sale is not completed, purchaser shall have the right to pay an additional \$500.00 on or before October 1, 1947, which shall extend this agreement until November 1, 1947, and the balance of \$29,900.00 upon acceptance of good title and delivery of deed shall be paid on or before November 1, 1947. (Purchaser reserved the right to assume the present mortgage or contract due Frank Burkenfield on the premises and if purchaser so elects, adjustments are to be made as to the balance due and owing as of the date of transfer on said mortgage or contract and taxes, insurance and interest upon the present mortgage or contract if assumed by purchaser, to be prorated as of the date of the closing of this sale.)

The purchaser shall be furnished title insurance by the seller showing good and sufficient title to said property and shall be allowed a reasonable time for examination thereof, and if said title is good and sufficient purchaser agrees to complete the purchase in the manner and upon the terms herein stated, and in case of his failure so to do, the money heretofore paid by purchaser shall at the option of the undersigned seller be forfeited as liquidated damages.

It is further agreed that in the event seller cannot convey good and sufficient title on or before November 1, 1947, the money paid by purchaser to seller shall be refunded to purchaser.

Dated at Portland, Oregon this 5th day of August, 1947.

Ogden & Gravelle by G. O. Jackson
Agent

LaVera N. Standish
Owner

Elmer P. Standish
Owner

Benjamin L. Chapman
Purchaser

Legal description of property in Contract between LaVera N. Standish (Seller) and Benj. L. Chapman, (Buyer) and known as;

Exhibit "A"

Part of the William M. Murphy D.L.C. No. 37, Notification No. 837 and being part of Sections 27, 28, 33, and 34, Township 3 North, Range 8 East of Willamette Meridian, Skamania County, Washington, described as:

Beginning 4.70 chains East of the center Section 27, and running thence West 26.600 chains, thence South 22 degrees West 25.20 chains; thence South 33 degrees West 6.50 chains; thence South 45 degrees 30 West 2.50 chains; thence South 33 degrees West 2.56 chains; thence South 24 degrees West 5.70 chains thence South 37 degrees 15' West 6.20 chains thence South 75 degrees East 6.40 chains; thence South 66 degrees East 2 chains; thence South 85 degrees East 5 chains, thence South 55 degrees East 6.70 chains; thence South 65 degrees 13.5 chains thence South 73 degrees East 12.20 chains; thence North 85 degrees 15' East 6.60 chains more or less to a point due South of the place of beginning; thence north 60 chains to the place of beginning.

Excepting:

- (a) That portion of said premises heretofore conveyed by deed dated August 18, 1903 to the Wind River Lumber Company.
- (b) That portion on said premises heretofore conveyed by deed dated Dec. 16, 1905 to Portland & Seattle Ry. Co. for right of way purposes.
- (c) That portion of said premises heretofore conveyed by deed dated March 14, 1907 to Skamania Boom Company.
- (d) That portion of said premises heretofore conveyed by deed dated Dec. 16, 1911, to the State of Washington, for Fish Hatchery purposes.
- (e) Right of way over and across said premises heretofore conveyed by deed May 3, 1912 to Northwestern Elec. Co. for poles & power line.

- (f) That portion of said premises heretofore conveyed, relinquished to Skamania Co. & State of Washington for road and highway purposes.
 (g) Right of way over and across said premises heretofore conveyed by deed dated Oct. 16, 1915, to State of Washington for pipe lines from a spring to said fish hatchery. Said premises being subject to an easement for flowage of water granted the United States Government.

ALSO TO CONVEY

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and
 The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and
 The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and
 The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 22, Township 3 N, Range 8 E.W.M.
 and The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and
 The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 15, Township 3 N, Range 8 E. W. M.
 Excepting and reserving thereon a right of way for logging purposes as now established over and across the above

Also to convey

Beginning at a point 20 chains South of the Northwest Corner of the Robbins Donation Land Claim, which point is on the center line East & West of Section 27, township 3 N, Range 8 E. W. M. thence East 20 chains; thence South 15 chains thence West 10 chains; thence South 5 chains thence West 10 chains; thence North 20 chains to the point of beginning. Subject to an easement for a 3/4 in. pipe.

Also to convey

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 22, Township 3 N., Range 8 E.W.M.,
 Also shore land of the second class owned by the State of Wash. situated in front of and adjacent to or abutting upon that part of the William M. Murphy D.L.C. included in Sec. 34 T. 3 N. Range 8 E.W.M. with a frontage of 48.05 lineal chains, measured along the meander line according to a certified copy of the Government filed noted survey thereof on file in the office of Commissioner of Public Lands at Olympia, Wash.
 Also the right to take water from two certain springs on the lands described in a certain deed dated the 4th day of Dec. 1940 from Robert and Cora Ryder to Frank Birkenfield. It being understood there are three springs on the land described and the grant herein applies to the two springs nearest the East line of the Murphy D.L.C.

The lands described in Sections 15 and 22 herein are subject to a right of way for logging purposes over and across the same granted Stebeco Incorporated.

Seller reserves the right to remove from the premises, on or before May 15th, 1948, the following:

3 camellia plants, 1 hydrangea plant, 50 assorted peony plants, and a start of each of the perennials which she may wish.

Filed for record September 23, 1947 at 3:10 p.m. by R. C. Sly.

James A. Wooten
 Skamania County Auditor.

#37091

C. R. Gordon et ux to Arthur S. Delp et ux et al

CONTRACT

THIS AGREEMENT, Made the 10th day of December, 1943, between C. R. Gordon & Maggie E. Gordon. Husband & Wife. hereinafter called the first party, and Arthur S. Delp & Ruth; E. Delp. Husband. & Wife. of the County of Skamania. and State of Washington. hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Skamania. State of Washington., to-wit: The southeast Quarter of the Northwest Quarter OF Section Eleven. (11) Township Three (3) North Range Nine. (9) East of Willamette. Meridian. Containing Forty (40) Acres More or Less.

for the sum of Seven Hundred & NO/00 (\$700.00 Dollars on account of which Two Fifty. & NO/100 (\$250.00) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid at Madara. Calif. with interest at the rate of Six. per cent per Annum. at the dates and in the amounts as follows: Not less than \$60.00 and Interest to be paid on the First day of June 1944 and a like amount to be paid every six Month thereafter until all of purchase price has been paid together with Taxes. Interest & Etc. Has been paid.

And the second party, in consideration of the premises, hereby agrees that They. will pay All of the taxes which become due and payable for the current fiscal year, and all taxes hereafter levied against said property, and public and municipal liens 1944 which