

- (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

INS
BLC

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. Wootton
 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

may be hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof becomes past due, and that all buildings now erected on said premises will be kept insured in favor of the first party against loss or damage by fire in an amount not less than Their debt. Dollars ~~as~~ a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. On date of fire.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party Their. legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party's Their. heirs or assigns, upon request at Medara, Calif. and upon the surrender of this agreement Policy showing marketable title continued as to Date. and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments and all liens and incumbrances created by the second party, or Their. assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void or foreclose by strict foreclosure in equity, and in either of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract

or to enforce any of the provisions thereof, second party agrees to pay such sum ^{reasonable} as the court may adjudge, for attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way effect Their. right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.

In presence of

C. R. Gordon (SEAL)

Margaret E. Gordon (SEAL)

Arthur S. Delp (SEAL)

Ruth E. Delp (SEAL)

Filed for record September 25, 1947 at 11-25 a.m. by Arthur S. Delp.

John C. Wacker
Okamania County Auditor