

a tract of land containing two (2) acres and twenty-five (25) square links conveyed to The Sisters of Charity of Providence St. Vincent's Hospital, an Oregon corporation, by deed dated October 25, 1886, executed by William E. Thomas and Henrietta Thomas, his wife, and recorded August 8, 1925, at page 365, book "U" of Deeds, records of Skamania County, and more particularly described in that certain deed recorded December 2, 1926, at page 131, Book "V" of Deeds, records of Skamania County.

2. That portion of State Highway No. 8 lying within the bounds of the above described real property.

3. Any and all liens and incumbrances created by Second Party of their heirs or 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 of 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 as the court may adjudge reasonable 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 affect their right hereunder to enforce the same, nor shall any waiver of 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:
Robt. Miller
Grace C. Collier
E. T. Richmond
Carl L. Jones

Ernest L. Boylen (seal)
Florence K. Boylen (seal)
Mildred M. O'Donnell (seal)
Edward R. O'Donnell (seal)
by
Mildred M. O'Donnell
Attorney in fact

STATE OF OREGON)
(ss.
COUNTY OF MULTNOMAH)

I, the undersigned, a notary public in and for the State of Oregon, hereby certify that on this 11th day of October, 1946, personally appeared before me Ernest L. Boylen and Florence K. Boylen, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged 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 last above written.

(Notarial seal affixed)

Marion Huggins
Notary Public, in and for the State
of Oregon, residing at Portland,
Oregon. My commission expires March
18, 1947.