

39 PIONEER, INC., TACOMA—176359

#35392

W. R. Nunn to Chassie Allen Peterson

This Indenture, made and entered into this 18th day of April 1946 by and between W. R. Nunn, now and at the time of acquiring title to the hereinafter described real property a single man, party of the first part, and Chassie Allen Peterson, a married woman, party of the second part, witnesseth:

That the party of the first part for and in consideration of the sum of one dollar and other considerations to him in hand paid does hereby grant, bargain sell and convey unto the party of the second part the following described real property in Skamania County Washington, to-wit:

Beginning at the intersection of the east line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 29 tp 3 N R 8 E. W. M., with the south line of State Highway No. 8 (also known as U. S. Highway No. 830) running thence south 340 feet; thence in a southwesterly direction 275 feet to a point 340 feet due south of the south line of said highway; thence north 340 feet to the south line of said highway; thence following the southerly line of said highway in a northeasterly direction to the point of beginning, containing two acres more or less. Also that certain water right appurtenant to the above described premises granted to the party of the first part by the State of Washington under appropriation permit No 3374, recorded in the office of the State Supervisor of Hydraulics, Olympia, Washington, in Book 4 of Water Right certificates at page 1667 and also in Volume "G" of Miscellaneous records of Skamania County, Washington at page 322, together with easement therefrom granted by W. W. Yoe and Emma Hill Yoe, his wife.

To Have and to hold unto the said party of the second part her heirs and assigns forever.

And the party of the first part does hereby covenant and agree to and with the party of the second part, her heirs and assigns, that he is seized in fee simple of said premises, that the same are free from all incumbrances, save and except an executory contract of sale dated the 14th day of May 1944 made and executed by the party of the first part as vendor to Frank E. DeVorss and Patricia A. DeVorss, husband and wife as vendees whereby the vendor agreed to sell said premises and the vendees agreed to purchase the same for the sum of \$3000.00 in accordance with the terms and conditions of said contract, among which was provision for delivery to Bank of Stevenson, Stevenson Washington a deed in favor said vendees to be held in escrow and delivered upon final payment of the principal and interest payable upon said contract, and compliance with the agreements therein contained; that there is now unpaid upon principal the sum of \$1731.75 which said sum shall be payable to the party of the second part, and the said party of the second part, in consideration of the premises, agrees to assume and perform said contract in accordance with the terms thereof and to execute and deliver, upon performance by the vendee, such confirmatory deed or instrument as may be required to vest the title in said vendees or their assigns,; and the said party of the first part for himself and for his heirs, executors and administrators, does hereby covenant to/warrant and defend the title themto against all lawful claims whatsoever, save and except the contract above mentioned.

In Testimony Whereof the party of the first part has hereunto set his hand and seal the day and year first above written.

W. R. Nunn

(LS)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me W. R. Nunn to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of April, 1946.

(Notarial seal affixed)

Raymond C. Sly

Notary Public for Washington residing at