

real property in Skamania County, State of Washington, to-wit:

Lots numbered One (1) and Two (2) and the East half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seven (7) in Township Three (3) North of Range Eight (8) East of the Willamette Meridian in Skamania County, Washington, containing one hundred and fifty-six acres and sixteen one-hundredths of an acre.

Excepting however a tract of about sixty (60) acres sold out of the above as per deed recorded in Book Q at page 281 of the Deed Records of Skamania County, Washington.

Excepting also that portion thereof lying on the Easterly side of county permanent highway No. 9, being known as the Wind River Road

The purchase price is the sum of \$2500.00 payable as follows: \$300.00 cash upon delivery of this agreement and the balance, to-wit the sum of \$2200.00 payable in monthly installments of not less than \$15.00 each payable on the 1st day of each month commencing October 1, 1946. Interest on unpaid balances to be paid at the rate of six per cent per annum payable annually.

All buildings or improvements placed upon said property shall become a part thereof and shall not be removed therefrom.

In case the Vendees or their heirs or assigns shall punctually make payments of the principal and interest aforesaid at the time and in the manner therein specified and shall keep and perform all the covenants and conditions herein contained, the said Vendor will, upon final payment, make and deliver to the Vendees a good and sufficient warranty deed conveying said premises to the Vendees, their heirs or assigns, in fee simple, and title insurance showing merchantable title.

In case of default in the payment of principal or interest, or any part thereof, or in the performance of any covenant herein, the Vendor may terminate this agreement without notice and immediately take possession of said premises and evict the Vendees or any person holding under them therefrom, and all moneys paid hereunder shall be forfeited as liquidated damages. Should the Vendor be required to bring an action at law to recover possession of said premises or to quiet the title thereto against any claim of the Vendees, or person holding under them, then in that event they shall be entitled to recover a judgment for their costs and disbursements, including a reasonable sum as attorney's fee to be fixed by the court.

No assignment of this agreement shall be valid without the written consent of the Vendor.

Time is of the essence of this agreement, but acceptance of any installment after the same shall become delinquent shall not be construed as a waiver of this covenant as to any subsequent default.

IN TESTIMONY WHEREOF the parties have executed these presents in duplicate this 27th day of August, 1946.

Carroll A. Mansur

Betty M. Mansur
Vendors

Frank E. DeVorss

Patricia A. DeVorss
Vendees

STATE OF WASHINGTON)
County of Skamania) ss

On this day personally appeared before me Carroll A. Mansur and Betty M. Mansur, husband and 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 this 27th day of August, 1946.

(Notarial seal affixed)

Raymond C. Sly