

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

premises, including any down timber, without notice of any kind to the Buyer; or

(b) Extend the time for payment of said balance due by written agreement with the Buyer and including interest, costs and carrying charges in addition thereto; or

(c) Institute any action at law or equity to recover the premises, or collect the balance due.

The following terms and conditions are made a part of this agreement:

(1) Sellers agree to ascertain and pay all taxes accrued and due and payable upon the date of this agreement.

(2) Buyer agrees to pay all taxes, charges, liens, or claims of same accruing from and after the date of this agreement.

(3) Sellers hereby assign, set over, convey, and quitclaim, to the Buyer, all of their right, title and interest in and to the timber on the aforesaid described realty as the same was acquired under a agreements entered into on the 10th day of February, 1947, and on the 20th day of February, 1947, by and between the Sellers herein and one William J. Wineberg and one Stephen B. Kahn, all in accordance with and under the terms of agreements of record in the County of Skamania, State of Washington, and more particularly as recorded in Book 31 of deeds at Page 294, deed records of said county and state. (A copy of said agreement is attached hereto and by this reference made a part hereof.)

(4) Sellers hereby specifically disclaim any warranty as to title to the realty, the timber, or the presence of right-of-ways; and Buyer hereby expressly agrees to the purchase of the aforesaid right, title and interest of the Sellers, without recourse against said sellers for any causes whatsoever, and agrees and understands that he is purchasing Sellers' interests on an as-is, where-is basis.

(5) Buyer further agrees to observe and be bound by the agreements and covenants entered into under the recorded agreement herein referred to insofar as the same may be applicable to him, as if fully set forth herein.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 25th day of February, 1950.

J. M. Loomis and W. R. Hayden, d/b/a  
LOOMIS AND HAYDEN

By J. M. Loomis  
J. M. Loomis, a General Partner

Sellers

Pete Eliason  
Buyer

STATE OF OREGON )  
County of Washington ) ss.

THIS CERTIFIES That on this 25th day of February, 1950 personally appeared before me the within named J. M. Loomis, known to me as the identical J. M. Loomis described in and who executed the foregoing agreement in the name of Loomis and Hayden (said J. M. Loomis and W. R. Hayden being co-partners operating as Loomis and Hayden), and acknowledged to me that he executed the foregoing agreement on the said date for and in behalf of himself and W. R. Hayden, freely and voluntarily; and the within named Pete Eliason, known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affixed)

James R. Shick  
Notary Public for Oregon  
My commission expires Oct. 3, 1950.

Filed for record March 1, 1950 at 10-45 a.m. by Eliason Logging Company.

John C. Wachter  
Skamania County Auditor