

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

that on this 27th day of March, 1950 personally appeared before me Frank Rankin, formerly husband of Lulu Baughman Rankin now deceased 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.

(Notaria seal affixed)

George Y. Moody
Notary Public in and for the State of Washington,
residing at Washougal,

Filed for record March 28, 1950 at 10-40 a.m. by R. C. Sly.

John C. Wachter

John C. Wachter

#40545

John Georgis et ux to George Nick

THIS CONTRACT, made this 2nd day of February, 1950, between John Georgis and Marcella Georgis, husband and wife, hereafter called the "sellers" and George Nick, a bachelor, hereafter called the "purchaser",

WITNESSETH: The sellers agree to sell to the purchaser and the purchaser agrees to purchase of the sellers the following described real estate, with the appurtenances, situated in Skamania County, Washington

Lots 21 and 22, and the Westerly 6 feet of Lot 23, Block 6, Town of Stevenson, according to the official plat thereof on file and of record in the office of the auditor of Skamania County, Washington, together with the right to project eaves from building or buildings constructed on the West 6 feet of said Lot 23 so that the same extend over and the drip therefrom falls upon the easterly 19 feet of said Lot 23 and subject to the right and easement to E. M. Mann by deed dated August 10, 1929, recorded January 2, 1931, at page 548 Book "W" Deed Records Skamania County, Washington, to project eaves from building or buildings constructed upon the east 19 feet of said Lot 23 so that the same may extend over and the drip therefrom fall upon the westerly 6 feet of said Lot 23.

Subject to an unrecorded lease in favor of Charles G. Berg and Alice G. Berg, husband and wife, and Jennie O. Brown, lessees, covering that portion of the ground floor of the above described property known as the "Gorge Cafe".

On the following terms and conditions: The purchase price is Seventeen Thousand Five Hundred and no/100 (\$17,500.00) Dollars, of which Three Thousand Five Hundred and no/100 (\$3,500.00) Dollars has been paid, the receipt of which is hereby acknowledged, and the purchaser agrees to pay the balance of Fourteen Thousand and no/100 (\$14,000.00) Dollars in monthly installments of Two Hundred and no/100 (\$200.00) Dollars, commencing March 1, 1950, together with interest at five (5) per cent per annum computed on monthly balances. The purchaser reserves the right to pay any or all installments both of principal and interest before the due date thereof.

The purchaser agrees to assume and pay the 1950 real property taxes on the above described premises and to assume and pay all real property taxes and assessments hereafter levied against the property.

The purchaser agrees to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the value of Fourteen Thousand and no/100 (\$14,000.00) Dollars, in the name of the sellers as owners, in an insurance company satisfactory to the sellers for the benefit of the sellers and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to the sellers the insurance policies, renewals and premium receipts.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on