

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

being North of the North Bank Highway as now located, and making the dividing line between the properties owned by the grantors and grantees the center of the present North Bank Highway.

The West one-half ( $\frac{1}{2}$ ) of the Northwest quarter, Southeast quarter of the Northwest quarter, Lot 3, Section 6, Township 1 North Range 6 East of the Willamette Meridian and ninety five acres adjoining above described land on the East acquired from Henry Wick to Henrietta Thomas by deed dated June 25, 1883, located in Section 6, Township 1 North Range 6 East of the Willamette Meridian, recorded in Book C of deed records at Page 294, records of Skamania County Auditor.

All second class tidelands from ordinary high to extreme low in front of, adjacent to or abutting upon real property on record in Skamania County in name of Alice I and M. Louise Thomas and situated in Section 6, Township 1 Range 6 East of the Willamette Meridian.

EXCEPT: That certain piece of land conveyed by deed by M. Louise Thomas and Alice I. Thomas, unmarried, as grantors, to Ernest L. Boylen and Florence K. Boylen, grantees, dated July 11, 1940, and recorded in Book 28, page 366 of deed records in Auditor's office of Skamania County, Washington.

EXCEPT easement for United States Bonneville transmission line.

EXCEPT roads.

EXCEPT access road easement to Bonneville Power Administration;

for the total sum of \$11,500.00 on account of which \$1,000.00 has been paid by the Buyer to the Seller, receipt of which is hereby acknowledged, and the balance of said consideration and purchase price shall be payable in the following manner: not less than \$150.00 per month; the first of said payments to be made on the 15th day of April, 1948, and a like sum on the 15th day of each month thereafter until the whole of said purchase price has been in that manner paid in full. That in addition to the monthly payments hereinbefore provided, the said Buyer shall semi-annually and on the 15th day of September and March of each year hereafter, pay interest on the computed unpaid principal balance during each of the preceeding six months at the rate of five (5%) percent per annum. That in making such purchase Carl Mariels was acting for and in behalf of Eugene Fersen, for the purpose of expediting the negotiations between the buyer and seller.

This is to bear witness that Eugene Fersen is the owner of any beneficial interest in and under said contract, and any and all interest which may hereafter accrue to the purchaser under such contract.

That Carl Mariels will, upon the request of Eugene Fersen, execute such instrument of transfer of such interest by assignment of said contract or by other suitable instrument, as the said Eugene Fersen may desire, all expenses of any such transfer or conveyance shall be met by Eugene Fersen.

That Eugene Fersen, in consideration of the mutual agreements herein contained, does hereby covenant and agree to supply all funds, from time to time, as may be required by the terms of such contract to be paid to M. Louise Thomas by Carl Mariels; and that he, Eugene Fersen, will hold Carl Mariels harmless at all times hereafter for and on account of any obligation which Carl Mariels has incurred in and under said contract.

It is stipulated that Carl Mariels has been re-imbursed for all payments made to M. Louise Thomas prior to the date hereof. That Carl Mariels will continue to make the payments from time to time to M. Louise Thomas, for and in behalf of Eugene Fersen until such time as an assignment or transfer has been made, and on the condition that Eugene Fersen has supplied the funds required for such payments.

Carl Mariels (Seal)

June 9th, 1948.

Eugene Fersen (Seal)

Filed for record October 17, 1950 at 10-15 a.m. by Acheson & Smith.

*John C. Wachtel*  
Skamania County Auditor

#41645

Anna Frances Monaghan et al to United States of America

WARRANTY DEED

Ti-1238

Bonneville Dam Project  
Tract No. WS-143