

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

Witnesses:

Herbert N. Robinson

Genevieve Marchbank

Nettie L. Robinson

Lotus L. Langley

STATE OF OREGON)
) ss.
County of Multnomah.)

I, the undersigned, a notary public in and for the State of Oregon, hereby certify that on this 14th day of April, 1951, personally appeared before me Herbert N. Robinson and Nettie L. Robinson to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that that 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.

(notarial seal affixed)

Lotus L. Langley
Notary Public in and for the State of Oregon,
residing at Portland therein.
My commission expires: August 20, 1951

"Exhibit A"

REAL ESTATE CONTRACT

THIS CONTRACT, made this 4th day of April, 1951 between Herbert N. Robinson and Nettie L. Robinson, husband and wife, hereinafter called the "seller" and Andrew E. Rippy and Isabel L. Rippy, husband and wife, hereinafter called the "purchaser",

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

The southeast quarter of the northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and the north half of the northeast quarter of the southeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 21, Township 3 North, Range 10 E. W. M. SUBJECT TO easements granted to the Northwestern Electric Company for a pipe line, to Skamania County for road rights of way, to Harry J. Card for a pipe line and to Skamania County Public Utility District No. 1 for water service.

AND SUBJECT TO a mortgage dated December 19, 1949, as recorded at page 180 of Book Y of Mortgages, Records of Skamania County, Washington, in favor of J. W. Marsh, a single man, which mortgage the purchaser has agreed and assumed to pay; and the seller covenants that he will pay the installment falling due on April 15, 1951, under the said mortgage and that thereafter the unpaid balance of principal on the said mortgage will be the sum of \$1673.02.

On the following terms and conditions: The purchase price is One Thousand One Hundred Twenty-six and 98/100 (\$1,126.98) dollars, of which Five Hundred and No/100 (\$500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The balance of the principal under this contract in the sum of \$626.98 shall be paid by the purchaser in the monthly installments of not less than \$25.00 commencing May 4, 1951, and on the 4th day of each and every month thereafter until the full amount of principal together with interest shall have been paid. the said monthly installments include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal. The purchaser reserves the right at any time to pay the unpaid balance of principal together with interest then due.

It is further understood and agreed between the seller and the purchaser that any timber severed and down on the above described real property on the date of the execution of this contract may be removed by third parties or by the seller during a period not longer than six months from March 20, 1951. It is further understood and agreed that the purchaser shall not cut or remove any timber from the said real property for sale until the full amount of the purchase price together with interest hereunder shall have been paid, provided that this provision shall not prevent the purchaser from cutting and using reasonable quantities of timber for domestic purposes.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises