

this contract.

Upon payment in full by Buyer of the purchase price and interest in full as above provided, the Seller will make, execute and deliver to Buyer a warranty deed, conveying said premises to the Buyer, subject to the unpaid balance of the mortgage against said premises in favor of the Federal Land Bank of Spokane, which mortgage the Buyer will assume and agree to pay.

Time is of the essence of this contract and in case Buyer shall fail to make any payment of principal or interest at the time the same shall fall due, or promptly to perform any covenant or agreement aforesaid, the Seller may elect to declare a forfeiture and cancellation of this contract, and upon such election being made all rights of Buyer hereunder shall cease and terminate, and any payments theretofore made hereunder by Buyer shall be retained by Seller in liquidation of all damages sustained by reason of such failure, and no waiver by Seller of any default on the part of Buyer, shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their signatures this 24 day of May, 1951.

Edwin E. Howard

SELLER

Eugene Howard

BUYER

STATE OF WASHINGTON )  
: ss.  
COUNTY OF CLARK )

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 24 day of May, 1951, personally appeared Edwin E. Howard unmarried, and Eugene Howard, unmarried, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their own free and voluntary acts and deeds for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

(Notarial seal affixed)

Bernard Newby

Notary Public in and for the State of Washington,  
residing at Vancouver therein

Filed for record June 25, 1951 at 10-20 a.m. by Eugene Howard.

James C. Wackter  
Skamania County Auditor.

#42578

Vernon Caldwell et ux et al to Beacon Rock Logging Co.

WARRANTY DEED

The grantors, VERNON CALDWELL and HELEN CALDWELL, husband and wife, and CLAIR CALDWELL and AGNES CALDWELL, husband and wife, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid, convey and warrant unto BEACON ROCK LOGGING CO., a Washington corporation, Skamania, Washington, the following described real estate, situate in the County of Skamania, State of Washington:

The East one-half ( $E\frac{1}{2}$ ) of Section Thirty-five (35), the East one-half of the Northwest one-quarter ( $E\frac{1}{2}$  of  $NW\frac{1}{4}$ ) of Section Thirty-five (35), the East one-half of the Southwest one-quarter ( $E\frac{1}{2}$  of  $SW\frac{1}{4}$ ) of Section Thirty-five (35), and the Southwest one-quarter of the Southwest one-quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section Thirty-five (35), all in Township Three North (T 3 N), Range Five East (R 5 E) of the Willamette Meridian, and the Southwest one-quarter ( $SW\frac{1}{4}$ ) of Section Thirty-six (36), Township Three North (T 3 N), Range Five East (R 5 E) of the Willamette Meridian.

Save and excepting therefrom, however, all minerals, mineral oils and gas in place, discovered or which may be hereafter discovered upon said premises or within the same together with the right of ingress and egress for the purpose of prospecting for said minerals, mineral oils, and gas and developing