

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other paper with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit: North Bonneville, Washington or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Robert C. Randall (SEAL)

Aloysius H. Seubert (SEAL)

Margurite Randall (SEAL)

STATE OF WASHINGTON, )  
 ) SS.  
County of Skamania )

On this day personally appeared before me Aloysius H. Seubert to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of April - 1950

(Notarial seal affixed)

Dena K. Corner  
Notary Public in and for the State of Washington,  
residing at No. Bonneville, Wash.

Filed for record April 15, 1950 at 9-05 a.m. by Aloysius H. Seubert.

*John C. Wachtel*  
Skamania County Auditor

#40632

William Bauerle to Joe Crowe

#### AGREEMENT TO SELL STANDING TIMBER

THIS AGREEMENT, made and entered into this 29th day of March 1950, by and between WILLIAM BAUERLE, herein termed the First Party and Joe Crowe, herein termed the Second Party:

#### WITNESSETH:

The First Party agrees and hereby does grant, Bargains, sells and conveys unto the Second Party, and the Second Party agrees and hereby does purchase from the First Party all the Merchantable Timber, growing on that certain tract of land described hereunder:

The Northwest quarter ( $\frac{1}{4}$ ) of Section (15), fifteen Township three (3) North Range ten (10) East Willamette Meridian, Except that portion of said Section 15, commencing at the interior quarter Section corner in Section 15, thence North 49 rods, thence West 49 rods, thence South 49 rods, thence East 49 rods to the place of beginning, containing 15 acres, 2more or less, in Skamania County, state of Washington.

Said conveyance and sale of said timber is in consideration of the sum of \$5000.00 receipt of which said \$5000.00 is hereby acknowledged by the said First Party, William