

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTC. CO. 192512

630

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR SKAMANIA COUNTY

WILHELM BIRKENFELD and EMMY G. I
BIRKENFELD, husband and wife,

Plaintiffs I

No. 3428-C

vs. I

NOTICE OF LIS PENDENS

R. W. OGLE and ELMA OGLE, husband I
and wife,

Defendants I

Notice is hereby given that the above named plaintiffs have instituted an action against the above named defendants in the above entitled action, and that the same is now pending in the Superior Court of the State of Washington for Skamania County; that the object of the action is to recover the sum of \$5,000.00 and interest at the rate of six per cent per annum from January 5, 1948, on an express contract; that a writ of attachment dated September 5, 1951, has been issued out of the said court attaching only the real estate of the said defendants, and that the following described real property located in Skamania County, State of Washington, is affected thereby:

The north half of Section 14, Township 3 North, Range 8 E. W. M.
EXCEPT that portion thereof conveyed to B. E. Larson by deed dated
September 2, 1943, and recorded at page 8 of Book 30 of Deeds,
Records of Skamania County, Washington.

and that all persons in any manner dealing with said real estate subsequent to the filing hereof will take subject to the rights of the plaintiffs as established in the said action.

Dated this 5th day of September, 1951.

Robert J. Salvesen
Attorney for the Plaintiffs

Filed for record September 6, 1951 at 8-30 a. m. by R. J. Salvesen.

John C. Richter
Skamania County Auditor

#42942

Charles Jones, et ux to Lawrence P. Steinmetz, et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 4th day of September, 1951, between Charles Jones and Vera Jones, husband and wife, hereinafter called the "seller" and Lawrence P. Steinmetz and Thelma R. Steinmetz, husband and wife, of Carson, Washington, hereinafter called the "purchaser,"

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

Beginning at the southwest corner of the northeast quarter of the northeast quarter of Section 20, Township 3 North, Range 8 E. W.M.; thence south 65 rods; thence east 40 rods to the true point of beginning; thence east 16 rods; thence south 20 rods; thence west 16 rods; thence north 20 rods to the point of beginning, containing 2 acres more or less.

On the following terms and conditions: The purchaser price is Two Thousand Five Hundred and No/100 (\$2,500.00) dollars, of which Six Hundred and No/100 (\$600.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchaser price as follows:

The purchaser agrees to pay the unpaid balance of principal on this contract in the sum of \$1900.00 in monthly omstallments of not less than \$40.00 each and every month commencing with the 4th day of October, 1951, and on the 4th day of each and every month thereafter until the full amount of the purchase price shall have been paid. The said monthly installments include interest at the rate of six per cent per annum computed on the montly balances of unpaid principal. The purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

It is further agreed that the seller shall assume and pay any excise tax which may be