

Land sales contract No. 454, roll No. 6001: Mining claims designated as: Germania Nos 1 and 2, Germania Jr. Nos. 1 and 2, Secundus Nos. 1 and 2, Ardentine Nos. 1 and 2, Zenith Nos. 1 and 2 and Admantine Nos. 1 and 2 in Secs. 17 and 18 Twp 10 N. R. 6 E. WM. containing 217.27 acres. Consideration \$500.00.

Land sales contract No. 455, roll No. 6005: Mt. Fairy Mines Nos. 1 and 2 being 41.32 acres in Section 5 - 9 - 6 and 32 in Twp. 10 N. R. 6 E. W. M. Consideration \$100.00

the said J. A. Robbins and William J. Wineberg being the highest and best bidders at said sale, and the said sum being the highest and best sum bid at said sale.

NOW, THEREFORE, know ye that I, Mabel J. Jeter County Treasurer of said County of Skamania, State of Washington, in consideration of the premises, and by virtue of the statutes of the State of Washington, in such cases made and provided, do hereby grant and convey unto J. A. Robbins and William J. Wineberg heirs and assigns forever, the said real property hereinbefore described, as fully and completely as the said party of the first part can by virtue of the premises convey the same.

Given under my hand and seal of office this 30th day of November, A. D. 1951.

(Treasurer's Seal affixed)

Mabel J. Jeter
Skamania County Treasurer.

By

Deputy

STATE OF WASHINGTON)
County of Skamania) ss.

THIS IS TO CERTIFY, That on this 30th day of November, 1951, before me personally appeared Mabel J. Jeter to me known to be the Treasurer of Skamania County, Washington, and the person described in and who executed the foregoing instrument, and she acknowledged to me that she signed, sealed and executed the same, as Treasurer of said County, as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Auditor's Seal affixed)

Carmaleta Rankin
Skamania County Auditor
Deputy

NO. 253 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID NOV 30 1951 AMOUNT Exempt COUNTY TREASURER BY Mabel J. Jeter.

Filed for record November 30, 1951 at 11-50 a.m. by Mabel J. Jeter.

John C. Wachtman
Skamania County Auditor

#43299 E. Preston Ash et ux To Jack M. Schmidt et al.

REAL ESTATE CONTRACT

THIS CONTRACT, made this 23rd day of November, 1951 between E. Preston Ash and Gertrude Ash, husband and wife hereinafter called the "seller" and Jack M. Schmidt and Lee Kelson, Stevenson, Wn. 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:

Commencing at a point 125 feet north 55 degrees 30' east from the northeast corner of Lot 1 of Block Six of Riverview Addition according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, said point being on the southerly line of Second Street, also designated as State Highway No 8; thence south 34 degrees 30' east to

the northerly line of the S.P. & S. Railway Company's right of way; thence in a northeasterly direction along the said northerly right of way to the center of Kanaka Creek; thence in a northerly direction along the center of Kanaka Creek to intersection with the southerly line of State Highway No. 8, also designated as Second Street; thence southwesterly along the said southerly line to the place of beginning EXCEPTING public roads, rights of way, and easements for slopes and fills on, over, and across said property; said property being located in Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M.

On the following terms and conditions: The purchase price is

One Thousand and no/100--(\$1000.00) dollars, of which Two Hundred Fifty and no/100--(\$250.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Forty Dollars or more will be paid on or before the first day of December, 1951. Forty Dollars or more will be paid on or before the first day of each and every month thereafter until the full purchase price plus interest at the rate of six per cent per annum has been paid. Interest is to be computed monthly on the unpaid balance, deducted first from each payment, with remainder of payment applied on principle.. Purchaser reserves the right to pay off balance of purchase price plus interest at any time he is not in default under this contract.

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 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Warranty deed to the

property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom, will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject;

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on December 1, 1951 and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

E. Preston Ash (SEAL)

Gertrude Ash (SEAL)

Jack M. Schmidt (SEAL)

Lee Kelson (SEAL)

STATE OF WASHINGTON,)
County of Skamania) ss.

I, the undersigned a notary public in and for the state of Washington, hereby

certify that on this first day of December, 1951, personally appeared before me E. Preston Ash and Gertrude Ash, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they 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)

Robert J. Salvesen
Notary Public in and for the State of
Washington, residing at Stevenson.

NO. 259 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID DEC 3 1951 AMOUNT 10.00 COUNTY
TREASURER BY Julia Lee Dep.

Filed for record December 3, 1951 at 11-00 A.M. by C. E. Chanda.

John C. Nachter
Skamania County Auditor

#43305 Mabel J. Jeter County Treasure of Skamania Co. To Shepard & Morse Lbr. Co.

COUNTY TREASURER'S DEED

STATE OF WASHINGTON, }
County of Skamania } ss

THIS INDENTURE, Made this 28th day of November, 1951, between Mabel J. Jeter, as Treasurer of Skamania County, State of Washington, the party of the first part, and Shepard & Morse Lumber Company, a Maine corporation, % 1410 Yeon Building, Portland 4, Oregon party of the second part:

WITNESSETH, THAT WHEREAS, at a public sale of real property held on the 24th day of August, A. D. 1950, pursuant to an order of the Board of County Commissioners of the County of Skamania, State of Washington, duly made and entered, and after having first given due notice of the time, the place and terms of said sale; and,

WHEREAS, in pursuance of said order of the said Board of County Commissioners, and the Laws of the State of Washington, and for and in consideration of the sum of Three thousand and no/100-- Dollars, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, I have this day sold to Shepard & Morse Lumber Company, a Maine corporation, assignee of M & P Timber Company the following described real property, and which said real property is the property of Skamania County, and which is particularly described as follows, to-wit:

Roll No. 4921. Southwest quarter of Northwest quarter of Section 15, township 3 North Range 9 East Willamette Meridian, containing 40 acres, and being contract for treasurer's deed No. 485.

Subject to the rights, if any, of the McCormick Lumber Company as by agreement dated November 20, 1950 and recorded in Agreement book #4, page 25, in Skamania County Auditor's office under date of September 20, 1951.

the said M & P Timber Company being the highest and best bidder at said sale, and the said sum being the highest and best sum bid at said sale.

NOW, THEREFORE, know ye that I, Mabel J. Jeter, County Treasurer of said County of Skamania, State of Washington, in consideration of the premises, and by virtue of the statutes of the State of Washington, in such cases made and provided, do hereby grant and