

ATTEST:

H. L. DeLaney
H. L. DeLaney Assistant Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF SPOKANE)

On this 28th day of November, 1951, before me (a notary public in and for the above-named state) personally appeared S. C. Fish, to me known to be Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that it executed the same, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(Notarial Seal affixed)

E. C. Prestbye
Notary Public in and for the State of
Washington Residing at Spokane, Washington
My commission expires October 7, 1955.

Approved
ECP
Attorney

\$2.75 USIR Stamps affixed and cancelled "SCATCo RJS 12-19-51."

NO. 258 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID DEC 3 1951 AMOUNT Exempt COUNTY
TREASURER BY Mabel J. Jeter.

Filed for record December 19, 1951 at 2-15 p.m. by R. J. Salvesen.

John C. Nachter
Skamania County Auditor

#43348 Edna Burns Mintzner to Fred R. Plester et ux

REAL ESTATE CONTRACT INCLUDING PERSONAL PROPERTY

THIS AGREEMENT made and entered into this 7th day of December, 1951, between EDNA BURNS MINTZER, a single woman now and at the time of acquiring title, hereinafter called the seller, and FRED R. PLESTER and MARIE C. PLESTER, husband and wife, No. Bonneville, Washington, 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 and personal property situated in Skamania County State of Washington:

Beginning at a point on the southerly line of the Evergreen Highway which is south 1257 feet and west 38.93 feet from the common corners of Sections 15, 16, 21 and 22, Township 2 North, Range 7 E. W. M.; thence north 81° 00' west 400 feet; thence south 09° 00' west 160 feet to initial point of the tract herein described; thence south 81° 00' east 110 feet; thence south 09° 00' west 150 feet more or less to intersection with the northerly line of the S.P. & S. Railway right of way; thence in a northwesterly direction along the said northerly line to a point south 09° 00' west of the initial point; thence north 09° 00' east 132 feet to the initial point; said tract of land being designated as Lots 9, 10 and 11 and the westerly 10 feet of Lot 8, all in Block 6 of the unrecorded plat of the Town of North Bonneville, Skamania County, Washington.

TOGETHER WITH that furniture and personal property now located in and upon the above described real property as more particularly identified by Schedule A attached thereto and by reference made a part hereof.

On the following terms and conditions: The purchase price for the said real and personal property is Thirteen Thousand Seven Hundred and No/100 (\$13,700.00) Dollars, of which

Six Thousand Eight Hundred Fifty and No/100 (\$6,850.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of the said purchase price in the sum of Six Thousand Eight Hundred Fifty and No/100 (\$6,850.00) Dollars in monthly installments of \$100.00 or more commencing on July 1, 1952, and on the 1st day of each and every month thereafter until the full amount of principal and interest shall have been paid. The said monthly installments shall include interest at the rate of six per cent per annum computed from January 1, 1952, and upon the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to 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.

The purchaser agrees: (1) to pay all taxes and assessments which on and after January 1, 1952, may become a lien against the said real property; (2) to pay any sales tax which may be levied by virtue of the transfer of title to the above described personal property from the seller to the purchaser; (3) to keep the buildings now or hereafter placed upon the said real property, and to keep the said personal property unceasingly insured against loss or damage by fire to the full and insurable value thereof, and in case of the purchaser's failure so to do the seller at her option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (4) to keep the said personal property and the buildings and all other improvements on the said real property in good repair and not to permit waste; (5) not to use the premises for any illegal purpose; (6) to assume all risk of damage to, or destruction of, the said personal property and the buildings and other improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same occur shall constitute a failure of consideration; and (7) that a full inspection of the said real and personal property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated.

The seller agrees: (1) upon receiving the said purchase price in full together with interest to make, execute and deliver to the purchaser a warranty deed to the said real property subject only to the acts and omissions of the purchaser under this contract, and a bill of sale to the personal property described on Schedule A; (2) to furnish the purchaser within thirty days after the execution of this contract a policy of title insurance in the amount of \$10,000.00; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Sec. 11, Laws Ex. 1951; and (4) that the purchaser shall have possession of the said real and personal property on January 1, 1952.

IT IS MUTUALLY AGREED that Ten Thousand and No/100 (\$10,000.00) Dollars of the said purchase price shall be the consideration for the said real property, and that Three Thousand Seven Hundred and No/100 (\$3,700.00) Dollars shall be the consideration for the said personal property. Title to the said real and personal property shall remain in the seller until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the purchaser. No portion of the said personal property shall be sold or removed from the said real property unless the same shall be replaced by personal property of equal or greater value and then only with the written consent of the seller.

Real and personal property taxes (but not sales or excise tax), fire insurance premiums, and rent from the use and occupancy of the said real and personal property shall be pro-rated between the seller and the purchaser on January 1, 1952.

AND IT IS FURTHER AGREED that 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 the seller so doing, all payments made by the purchaser hereunder and any buildings or improvements placed upon the said real property and the real property itself and the said personal property including replacements thereof and additions thereto shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property including replacements thereof and additions thereto; and 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, the purchaser to have thirty days thereafter to reinstate the contract and to remedy any default.

IN WITNESS WHEREOF, the parties have signed and sealed this contract the day and year first above written.

Edna Burns Mintzer (SEAL)

F. R. Plester (SEAL)

Marie C. Plester (SEAL)

STATE OF WASHINGTON }
County of Skamania } ss.

I, the undersigned, notary public in and for the state of Washington, hereby certify that on this 18th day of December, 1951, personally appeared before me Edna Burns Mintzer to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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)

J. C. Fuller
Notary Public in and for the State
of Washington.

Residing at Stevenson, therein.

"SCHEDULE A"

Apartment No. 1

- 3- Pr. Window Drapes
- 1- Bridge Lamp
- 1- Davenport
- 1- Overstuffed Chair and cover

- 1- Montag Electric Range
- 2- Electric Hot Water Heaters
- 4- 55 gallon Oil Drums
and fittings

Apartment No. 2

- 1- Bed, Spring, and 50 lb. cotton
mattress and cover
- 1- Chest of Drawers
- 1- 8 x 10 Rug
- 1- Coleman Oil heater and floor
board
- 1- Reed Table

- 2- Pr. Window Drapes
- 1- Occasional chair
- 1- Lange Wood Range
- 1- 2 burner Hot plate
- 1- small steel table
- 1- Breakfast set (table &
2 chairs)

Apartment No. 3

- 1- Bed, Spring, and innerspring
mattress and cover

- 1- Bridge lamp
- 1- Pinup lamp

1-Walnut chest of drawers
 1- Mirror
 1- Reed Chair
 2- Small wool rugs
 1- Pr. drapes
 1- closet curtain
 1- Bed Daveno with slip cover
 1- Overstuffed chair
 1- Desk
 1- Porcelain top cabinet
 1- Mirror & towel bars
 1- Bath mat

1- Coleman oil heater and
 stove board
 1- Oak table
 1- Mirror
 2- Pr. window drapes
 1- Waste basket
 1- Reed chair
 1- Montag Electric Range
 1- Breakfast set (table &
 4 chairs)
 1- Medicine cabinet

Apartment No/ 4

1- Bed, spring & 50 lb cotton
 mattress & cover
 1- Chest of drawers
 1- Round mirror
 1- Small wool rug
 1- Pr. drapes
 1- Studio Couch with Slip covers
 1- Overstuffed chair
 1- 8 x 10 blue wool rug
 1- Breakfast set (table & 4 chairs)

1- Coleman Oil heater &
 stove board
 1- Desk
 1- Occasional chair
 2- Pr. Window drapes
 1- G.E. Refrigerator
 1- Lange Wood range
 1- 2 burner white hot plate
 1- Porcelain top cabinet
 1- Mirror & towel bars

Apartment No. 5

1- Bed, spring & innerspring
 mattress and cover
 1- Mahogany chest of drawers
 1- 4 x 6 wool rug
 1- Wicker chair
 1- Mirror
 1- Pair window drapes
 1- Closet curtain
 1- G.E. Refrigerator
 1- A.B. Electric range
 1- Porcelain top cabinet
 1- Breakfast set (ext. table &
 4 chairs)
 1- Bath mat
 1- Shower curtain

1- Davenport (green)
 1- Overstuffed chair
 1- Windsor chair
 1- 9 x 12 wool rug
 1- Customaire oil heater &
 stove board
 1- Ornamental plate mirror
 1- Desk
 1- Bridge lamp
 1- Walnut magazine stand
 3pr. window drapes
 1- Wastebasket
 1- Mirror & towel bars
 1- Table on back porch

NO. 272 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID DEC 19 1951 AMOUNT \$100.00 COUNTY

TREASURER BY Mabel J. Jeter.

Filed for record December 19, 1951 at 2-40 p.m. by C. E. Chanda.

John C. Wachter
 Skamania County Auditor

#43361

Harry Ingram et ux to George L. Nygaard et ux

WARRANTY DEED

The grantors Harry Ingram and Delia Ingram, husband and wife, of the city of North Bonneville, county of Skamania State of Washington, for and in consideration of Ten Dollars and other valuable considerations in hand paid, convey and warrant to George L. Nygaard and Violet P Nygaard, husband and wife, whose address is North Bonneville, Washington, the following described real estate, situate in the county of Skamania state of Washington:

Beginning at a point which is 924.76 feet west and 441.14 feet south of the northeast corner of Section 21, Township 2 North, Range 7 E. W. M. as set and described by a survey made in March, 1937, by Clark A. LaBarre and F. W. Lawrence; thence south 79° 45' east a distance of 31.62 feet to the westerly line of the Hattie L. Brown tract; thence north 00° 48' west along the westerly line of the said Brown tract a distance of 163 feet; thence north 79° 45' west a distance of 100 feet; thence south 00° 48' east and parallel to the westerly line of the said Brown tract a distance of 163 feet; thence south 79° 45' east a distance of 68.38 feet to the point of beginning.

Dated this 20th day of December, 1951.

Harry Ingram

Delia Ingram

STATE OF WASHINGTON }
 County of Skamania } ss.