

Donald F Hitchcock

Theodine C. Hitchcock

STATE OF WASHINGTON) ss.
 County of Clark .)

On this day before me personally appeared Donald F. Hitchcock and Theodine C. Hitchcock, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 7 day of June, 1951.

(Notarial Seal affixed) -

Virgil Scheiber
 Notary Public for Washington,
 residing at Vancouver, therein.

\$1.65 USIR Stamps and \$1.50 State Stamps affixed, cancelled "SCATCo RJS 6-27-51"

NO. 50 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JUN 27 1951 AMOUNT 14.50 COUNTY TREASURER BY Julia Lee Dep.

This TAX is paid under protest for reason it is unconstitutional and void.

Filed for record September 25, 1951 at 9-23 a. m. by R. J. Salvesen.

John C. Meltzer
 Skamania County Auditor

#43014

Allen C. Park, et ux to Margaret R. Mitchell

REAL ESTATE CONTRACT

THIS CONTRACT, made this 4th day of September, 1951 between ALLEN C. PARK AND ALICE A. PARK, husband and wife hereinafter called the "seller" and MARGARET MITCHELL, A SINGLE WOMAN, hereinafter called the "purchaser," (R)

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: to;wit:

All that part of the Southwest quarter of the Southwest quarter of Section 29, Township 3 North, Range 8, E.W.M. and Lot 1 of Section 32, Township 3 North, Range 8 E.W.M., lying southerly of the State Highway # 8; EXCEPTING that certain tract of land conveyed to W.R. Nunn, described as follows: Beginning at the intersection of the east line of the Southwest quarter of the Southwest quarter of Section 29, Township 3 N., Range 8 E.W.M. with the South line of State Highway # 8 (also known as U.S. Highway 830), running thence South 340 feet thence in a southwesterly direction, 275 feet to a point 340 feet due South of the South line of said highway; thence North 340 feet to the South line of said highway; remaining legal description on Schedule attached

Free of incumbrances,;

On the following terms and conditions: The purchase price is Twenty five hundred and no/100 (\$2500.00) dollars, of which Five hundred and no/100 (\$500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Fifty dollars or more on October 1, 1951. Fifty dollars or more on the first day of each and every month thereafter until the full purchase price of twenty five hundred plus interest at six per cent per annum has been paid. Interest is to be computed at the rate of six per cent per annum, monthly, on the unpaid balance; deducted first from each payment and balance of payment applied on principle. Purchaser reserves the right to pay off the balance plus interest at any time she 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 assess-

ments 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 deeddeed 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 September 15, 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.

Allen C. Park (Seal)

Alice A Park (Seal)

Margaret R Mitchell (Seal)

STATE OF WASHINGTON,)
) ss.
County of SKAMANIA)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of September, 1951, personally appeared before me ALLEN C. PARK and ALICE A. PARK 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

Schedule attached to A.C. Parks to M. R. Mitchell contract.

thence following the southerly line of said highway in a northeasterly direction, to the point of beginning, containing two (2) acres, more or less. ALSO an undivided one half interest in and to that certain Spring and the waters flowing therefrom situated in the Southeast quarter of the Southeast quarter of Section 30, Township 3, North, Range 8 E.W.M., about 500 feet North of the Old Highway.

EXCEPTING a strip of land over and across said property, conveyed to Portland and Seattle Railway Company, a corporation, by deeds dated December 26, 1905, recorded at page 353, Volume "I" of deeds and June 26, 1906, at page 26, Volume "K" of Deeds, respectively, deed records of Skamania County, Wash.

EXCEPTING ALSO that tract of land conveyed by William Grier et ux to J. T. Reynolds as described in deed recorded at page 205, Volume "F" of Deeds, Records of Skamania County, Wash.

EXCEPTING ALSO an easement for a road over and across said land to the railroad-crossing thereon and sufficient space, at said crossing on which a truck or other motor vehicle may be conveniently turned around.

EXCEPTING ALSO County road to old boat landing.

SUBJECT to a certain easement granted to the U.S. of America for flowage upon said land.

NO. 167 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID SEP 25 1951 AMOUNT 25.00 COUNTY TREASURER BY Julia Lee, Dep

Filed for record September 25, 1951 at 2-45 p. m. by C. E. Chanda.

John C. Nochter
Skamania County Auditor

#43016

DuBois Matlack Lumber Co. to Gustaf Bloomquist, et al

WARRANTY DEED

THE GRANTOR, DuBOIS-MATLACK LUMBER COMPANY, a corporation, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, does hereby convey and warrant unto GUSTAF A. BLOOMQUIST, husband of Nora Bloomquist, JOHN BLOOMQUIST, husband of Elsie Bloomquist, and AXEL BLOOMQUIST, a single man, Carson, Wash. that certain real property situate in the County of Skamania, State of Washington, and particularly described as follows, to-wit:

West half and the West half of the East half of Section 28, Township 3 North, Range 5 East of the Willamette Meridian,

INCLUDING an easement for road purposes across the McGilvray property to the county road for the purpose of removing all timber from the tracts of land herein conveyed.

RESERVING, however, the mineral rights and privileges relating thereto, as set out in that certain deed of record by Monchalin and wife to L. W. Wood and wife, recorded in Book 31, at page 7, of the Deed Records of Skamania County, Washington.

The Grantees herein, as an additional consideration, grant to the Grantor the option of purchasing the merchantable timber removed from the real property hereinabove described at the time the same is deposited in the water, ready for delivery, at the then market price, and will, as far as possible, segregate all peeler logs from the other timber purchased by the Grantor herein under the terms of this option.

Dated this 5th day of June, 1951.

ATTEST:
Gladys DuBois
Secretary.

DuBOIS-MATLACK LUMBER COMPANY,
By E S DuBois
President.

STATE OF WASHINGTON,)
)SS.
COUNTY OF CLARK.)

THIS IS TO CERTIFY That upon the 5th day of June, 1951, before me, the undersigned authority, personally appeared E.S. DuBOIS and GLADYS DuBOIS, to me personally known to be the President and the Secretary, respectively, of the DuBois-Matlack Lumber Company, the corporation that executed the within and foregoing instrument, and they did acknowledge to me that they executed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and upon oath stated, each for himself, that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.