

Carl W. Campbell

Betty F. Campbell

Delos V. Schneider

Marlys C. Schneider

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 31 day of October, 1951 personally appeared before me Carl W. Campbell and Betty F Campbell 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)

Jos. Gregorius
 Notary Public in and for the State of Washington,
 residing at Carson

TREASURER'S OFFICE PAID #220 NOV 2 1951 Excise Tax 5.15 MABEL J. JETER, TREAS. Julia Lee, Dep SKAMANIA COUNTY

Filed for record November 2, 1951 at 2-15 p. m. by C. E. Chanda.

John C. Richter
 Skamania County Auditor

#43194

Ruby B. Fields To Henry Graham et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 26th day of October, 1951 between RUBY B. FIELDS, a single woman hereinafter called the "seller" and HENRY GRAHAM AND ALENE GRAHAM, husband and wife, Stevenson, Wash. 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:

The west half of that certain tract of land deeded to Frank B. Morrison on December 27, 1910 by John Mitchell and Emma Mitchell, his wife, which said tract of land is described as follows: All that part of the Felix G. Iman D.L.C. situated in the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 2, Township 2 North, Range 7 E.W.M. except that portion thereof conveyed to J. Graves by bond for deed recorded in Book K. of Deeds, page 94 and Book O of Deeds page 103, records of Skamania County, Washington, containing 25 acres, more or less. The tract hereby conveyed is bounded on the East by a line drawn South from the center of the North line of the tract conveyed by said Mitchell and wife to said Frank Morrison. EXCEPT from the above, one acre of land conveyed to L.T. Coffman as described in deed recorded at page 449, Book U of Deeds, records of Skamania County, Washington and a right of way for water pipe line conveyed to Mrs. E.A. Learned. Conveying also all water rights appurtenant to said land, the tract hereby conveyed contains 12 $\frac{1}{2}$ acres more or less. EXCEPTING also that tract of land conveyed to Irene White by deed dated April 3, 1947 and recorded at page 365, Book 31 of Deeds, Records of Skamania County, Washington. FREE OF INCUMBRANCES EXCEPT for that certain real estate mortgage dated Feb. 24, 1948 to J. Chauncey Price, and recorded at page 633, Book X of Mortgages, records of Skamania County, Washington

On the following terms and conditions: The purchase price is TWENTY FIVE HUNDRED and no/100 ---(\$2500.00) dollars, of which Three Hundred and no/100---(\$300.00) 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 will be paid on or before November 1, 1951 and fifty 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 unpaid balances, deducted first from each payment and remainder of payment applied on principle. Payments are to be applied first against above mortgage to Chauncey Price, balance on which is \$516.95, as of November 1, 1951. After Mortgage has been paid in full, remaining balance due under this contract will be paid to Ruby Fields.

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 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 percent 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 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 October 31, 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.

Ruby B. Fields (SEAL)

Henry Graham (SEAL)

Alene Graham (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 29th day of October, 1951, personally appeared before me RUBY B. FIELDS 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)

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

TREASURER'S OFFICE PAID 221 NOV 5 1951 Excise Tax 25.00 MABEL J. JETER, TREAS. Julia Lee
Dep. SKAMANIA COUNTY.

Filed for record November 5, 1951 at 4-15 p.m. by C. E. Chanda.

John C. Washburn
Skamania County Auditor

#43197

Phillip W. Jungert et ux to William Beebe

TIMBER DEED

THE GRANTORS, PHILLIP W. JUNGERT and HENRIETTA A. JUNGERT, husband and wife, for and in consideration of the sum of One Thousand and No/100 (\$1,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEY and WARRANT to WILLIAM BEEBE, whose address is 7217 Corregidor Road, Vancouver, Washington, the following described real property located in Skamania County, State of Washington:

All of the merchantable timber, standing or down, and being upon all of that portion of the north half of the southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); the northeast quarter of the southwest quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$); and the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7 E.W.M. which lies on the westerly side of Farm to Market Road No. 2.

The foregoing conveyance is subject to the limitation that the said timber must be severed and removed within one year from the date hereof, at the end of which period the title thereto shall revert to the grantors, their heirs and assigns; and by the acceptance of this conveyance the grantee agrees to comply with all statutes and regulations of the State of Washington regarding the cutting of timber, the disposal of waste, and the prevention of fire.

Dated this 7th day of November, 1951.

Philip W. Jungert (SEAL)

Henrietta A. Jungert (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 7th day of November, 1951, personally appeared before me Phillip W. Jungert and Henrietta A. Jungert 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, therein.

\$1.10 USIR Stamps and \$1.00 State Stamps affixed, cancelled, "PAJ 11-7-51".

No. 224. TREASURER'S OFFICE PAID NOV 7 1951 Excise Tax: \$10.00 paid. MABEL J. JETER,
TREAS. SKAMANIA COUNTY.

Filed for record November 7, 1951 at 3-27 p.m. by R. J. Salvesen.

John C. Washburn
Skamania County Auditor

#43198

Hugh B. Smith et ux To R. M. Hegewald et ux.

WARRANTY DEED

The grantors HUGH B. SMITH and IDA F. SMITH, husband and wife, of the city of Heppner,