

OPTION

44063

MARIE MONTCHALIN, a widow, in consideration of Ten Dollars, to her in hand paid by Stephen B. Kahn, purchaser, has given and does hereby give and grant unto the said purchaser, his executor, administrator and assigns, the sole, exclusive and irrevocable option to and including the 1st day of January, 1953, to purchase the following described property in the County of Skamania, State of Washington, to-wit:

Beginning at a point on the south line of the Evergreen Highway where it intersects the west line of the B. B. Bishop Donation Land Claim No. 39; thence south 162.70 feet to the southwest corner of said Claim; thence south 45° east 191.57 feet to point on north line of S. P. & S. Railway right of way; thence north 61° 10' east along said Railway right of way to the west line of the power line right of way of the Bonneville Power Administration; thence northerly along said power line right of way to the south line of the Evergreen Highway right of way; thence westerly along south line of said Highway right of way to point of beginning, containing 10 acres, more or less.

EXCEPTING THEREFROM: (1) tract of land conveyed to the United States of America and in use as a cemetery, and (2) a tract of land conveyed to D. D. Shelton and Florence L. Shelton, husband and wife.

being in Sec 21, Township 2 North, Range 7 EWM. at and for a purchase price of Two Thousand One Hundred (\$2100.00) Dollars, payable as follows: One Hundred (\$100.00) Dollars at the time purchaser elects to purchase said property, said sum to be paid not later than the date above fixed for the expiration of this option, and the balance of \$2,000.00 to be paid in cash upon delivery of deed and title report showing marketable title in the undersigned. Purchaser is to pay, in addition to the above purchase price, the cost of title insurance policy, recording, revenue stamps and escrow fees. Upon payment of purchase price, undersigned agrees to convey the above described property to the purchaser by a good and sufficient deed.

Taxes shall be pro-rated between Seller and Purchaser as of January 1, 1953.

Time is of the essence of this contract, and should the said purchaser fail for any reason whatsoever to elect to purchase said property on or before the expiration of the time above stated, then this contract shall be absolutely null and void and of no further force or effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26 day of May, 1952.

Marie Montchalin

STATE OF OREGON) ss
County of Multnomah)

On this 26th day of May, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Marie Montchalin, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Richard L. Wells

Notary Public for Oregon

My commission expires

RICHARD L. WELLS

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES APRIL 15, 1958

