

hereinafter called the seller, agrees to sell, and J. P. Fincher and Edith Fincher, husband and wife, 1225 N. E. Birch, Camas, Washington.

hereinafter called the buyer,

agrees to buy the following described real estate, situate in the County of.....Skamania

State of Washington, more particularly described as follows, to-wit: Beginning at a point 708.6 feet East of the corner to Sections 17, 18, 19 and 20 in Township 1 North of Range 5 East of the Willamette Meridian; and running thence South 142.4 feet; thence South 84°30' West 162 feet; thence North 73.45 feet, more or less, to the South boundary of the Evergreen Highway right of way; thence Northeasterly along the said South boundary to the point of beginning, containing approximately .45 of an acre.

TOGETHER with an easement for the use of water from a certain spring located 606 feet North and 90 feet East from the Southwest corner of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, with an easement for a 3/4" water line beginning at said spring and running thence South 38°27' East 616.2 feet; thence South 100 feet, more or less, to the South line of said Section, said easement to cover a strip of land not to exceed five feet in width, of which the within described course is the center line.

for the sum of Eleven Thousand Five Hundred and no/100 - - (\$11,500.00) Dollars
Four Thousand and no/100 - - - - - (\$4,000.00) Dollars

of which is to be paid on signing of this agreement, the receipt of which is hereby acknowledged.

It is mutually agreed by the buyer and seller that \$3500.00 of this purchase price is personal property and \$8000.00 is the price of the real estate.

and Seven Thousand Five Hundred and no/100 - - - - - (\$7,500.00) Dollars,
with interest from date at the rate of 6 per cent. per annum, as follows: Beginning on the Fifteenth
day of May, 1952, and on the same day in each and every month thereafter the

day of May, 1952, and on the same day in each and every month thereafter the sum of \$75.00, or more including interest on principal remaining unpaid on said day, and the balance on principal, regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to seasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$7,500.00, with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

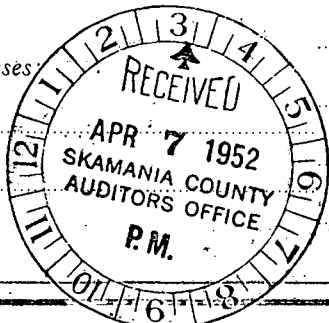
No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.

render this contract voidable at the option of the Seller.

The seller has furnished a policy of title insurance to these premises ~~is~~ prepared by the Clark County Abstract & Title Co; said title insurance shows marketable title, ~~for the purpose of this deed~~. Subject to restrictions & covenants running with the land as imposed by a deed dated August 4, 1950 recorded August 30, 1950, at page 221 of Book 33 of deeds wherein W.C. McCall and Marian McCall, husband and wife, are grantors & Tom E. Whitham and Florence Whitham, husband and wife, are grantees,

IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this Fourth day of April, 19 52

NO. 382
SKAMANIA COUNTY Witne
TRANSACTION EXCISE TAX
PAID APR. 7 1952
AMOUNT \$80.00
COUNTY TREASURER
BY Mable G. G. (1952)



1932
 Tom E. Whitman
 Florence Whitman
 J. P. Fincher
 Edith Fincher
 Seller.
 Buyer.

(IF SELLER IS A CORPORATION, ATTACH CORPORATION ACKNOWLEDGEMENT)

ASSIGNMENT BY BUYER

SIGNED AND SEALED, this day of
The seller consents to this assignment.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this day of _____, personally appeared before me _____

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

Notary Public in and for the State of Washington, residing at

ASSIGNMENT BY SELLER

The within named seller, for and in consideration of the sum of Dollars,
hereby assigns all his right and title to the within contract to
this day of

(DEED FROM SELLER TO ASSIGNEE MUST BE
GIVEN WITH THIS ASSIGNMENT)

No. 43792

CONTRACT
REAL ESTATE

FROM
Lamie & Whittemore
check

TO
J. P. Sammler & Co.

STATE OF WASHINGTON
COUNTY OF SKAGANAWA

I HEREBY CERTIFY THAT THIS INSTRUMENT OF WRITING, FILED IN
R. J. Salminen

CE
AT 3:15 P.M. Apr 7 1952
WAS RECORDED BY McHale & Lieb 35
Real Estate Insurance Co.
105 W. 5TH ST. DIAL 3-3022 S.S. 3-3132 WASH.
VANCOUVER, WASHINGTON
John C. MacIntyre
COUNTY AUDITOR
BY B. Creva DEPUTY

From the Office of
CLARK COUNTY ABSTRACT & TITLE CO.
706 Washington St.
Telephone 3-4771 Vancouver, Washington

INDEXED
FILED
COMPLETE TITLE SERVICE
RECORDED
COMPAILED
MAILED

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