

THIS CONTRACT, made this 20th day of April, 1953 between Lloyd E. Schimmelpfennig and Martha Schimmelpfennig, husband and wife hereinafter called the "seller" and W.B. Ludwig and Merle Talent hereinafter called the "purchaser," of Mayfield, Washington, 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:

That portion of the Felix G. Iman Donation Land Claim in Sections 2 and 11, Township 2 North, Range 7 E.W.M. lying northerly of the S.P. & S. railway right of way;

The west half of the northwest quarter ($W\frac{1}{2} NW\frac{1}{4}$), the northwest quarter of the southwest quarter ($NW\frac{1}{4} SW\frac{1}{4}$), and government lots 2, 3, and 4 in Section 2, Township 2 North, Range 7 E.W.M.;

The southwest quarter of the northeast quarter ($SW\frac{1}{4} NE\frac{1}{4}$), the south half of the northwest quarter ($S\frac{1}{2} NW\frac{1}{4}$), the northwest quarter of the southeast quarter ($NW\frac{1}{4} SE\frac{1}{4}$), the southwest quarter ($SW\frac{1}{4}$) and government lots 1, 2, 3 and 5 in Section 3, Township 2 North, Range 7 E.W.M.

EXCEPTING

1. A tract of land conveyed to Frank Morrison by deed dated December 27, 1910, and recorded January 5, 1911, at page 36 of Book N. of Deeds, Records of Skamania County, Washington.

2. A tract of land conveyed to J. Graves by deed dated September 30, 1912, and recorded October 14, 1912, at page 103 of Book O of Deeds, Records of Skamania County, Washington.

3. A tract of land conveyed to E.A. Learned by deed dated January 16, 1913, and recorded January 21, 1913, at page 190 of Book O of Deeds, Records of Skamania County, Washington.

4. A tract of land conveyed to James Akerill and Sarah M. Akerill, husband and wife, by deed dated May 1, 1937, and recorded May 14, 1937, at page 286 of Book Z of Deeds, records of Skamania County, Washington.

5. A strip of land 300 feet in width across and through the real estate above described acquired by the United States of America for the Bonneville Power transmission line by judgment on declaration of taking in Cause No. 34 in the District Court of the United States for the Western District of Washington, Southern Division, dated February 3, 1939, a copy of which judgment is recorded at page 315 of Book 27 of Deeds.

6. A tract of land conveyed to William Warfield by deeds dated March 21, 1939, and recorded March 22, 1939 at pages 353 and 354 of Book 27 of Deeds, Records of Skamania County, Washington.

7. A tract of land conveyed to R.M. Hegewald by deed dated August 3, 1948, and recorded September 3, 1948, at page 150 of Book 32 of Deeds, Records of Skamania County, Washington.

8. A tract of land and an easement conveyed to Carl Krohn by deed dated February 27, 1952, and recorded March 5, 1952, at page 33 of Book 35 of Deeds, Records of Skamania County, Washington.

AND SUBJECT TO

1. An easement for a telephone line on, over and across the northeast quarter of the northwest quarter ($NE\frac{1}{4} NW\frac{1}{4}$) and the west half of the northeast quarter ($W\frac{1}{2} NE\frac{1}{4}$) of Section 2, Township 2 North, Range 7 E.W.M. conveyed to the United States of America, Department of Agriculture, by an instrument dated May 2, 1939, and recorded at page 396 of Book 27 of Deeds, Records of Skamania County, Washington.

2. A flowage easement granted to the United States of America on, over and across that portion of the Felix G. Iman D.L.C. lying northerly of the S.P. & S. Railway Company's right of way, to overflow the said property up to the 94 foot contour line as determined by reference to the U.S.C. & G.S. datum, by deed dated September 4, 1936, and recorded October 24, 1936, at page 67 of Book Z of Deeds, Records of Skamania County, Washington.

3. An easement for an access road together with the right to cut brush etc., appurtenant to the Bonneville Power transmission line granted to the United States of America by deed dated September 26, 1940, and recorded December 20, 1940, at page 207 of Book 28 of Deeds, Records of Skamania County, Washington.

4. A perpetual right of way together with the right to cut brush etc., granted to the Northwestern Electric Company by deed dated June 12, 1912 and recorded June 14, 1912, at page 603 of Book N of Deeds, Records of Skamania County, Washington.
5. A right of way for a power line granted to the West Coast Power Company, a Delaware corporation, by an instrument dated November 28, 1936, and recorded December 22, 1936, at page 322 of Book 3 of Agreements and Leases, Records of Skamania County, Washington.
6. Water rights of the Town of Stevenson.
7. Public roads and rights of way on, over and across the above described property acquired by Skamania County and by the State of Washington.
8. The possessory rights and interest of Sam G. Melonas under an unrecorded lease,
9. An unrecorded lease dated June 5, 1950, for a saw mill site granted to Fred Dallos and Ray L. Mallicott doing business as MD Lumber Company.
10. An unrecorded lease dated October 28, 1949, for a marker site granted to the Civil Aeronautics Administration of the Department of Commerce, said lease being identified as contract No. C7ca-3562.
11. The interest of the State of Washington under an unrecorded beaver trapping agreement dated December 1, 1950, entered into pursuant to the provisions of Chapter 242, Laws of 1945, and regulations issued thereunder.
12. Un unrecorded easement for a right of way granted to Charles Lyons.

Free of incumbrances; on the following terms and conditions: The purchase price is Twelve Thousand Seven Hundred and no/100 dollars (\$12,700.00) of which Five Thousand and no/100 dollars (\$5000.00) has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: Beginning on or before May 1, 1953, one thousand dollars will be paid monthly, last payment to be \$700.00, untile the full purchase price has been paid without interest.

The purchaser agrees; (1) to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; (2) not to permit waste; (3) not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The purchaser agrees not to remove any timber for commercial purposes without written consent of the seller until the full purchase price has been paid.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser may enter into possession

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a Warranty 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 will procure and deliver within thirty days herefrom, to the purchaser, a title policy in usual form, 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.

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. Upon the termination of the purchaser's rights, all payments made 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 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.

Notice of forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

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

W.B. Ludwig (Seal)

Merle Talent (Seal)

Lloyd E. Schimmelpfennig (Seal)

Martha Schimmelpfennig (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 11th day of May 1953, personally appeared before me Lloyd E. Schimmelpfennig and Martha Schimmelpfennig, 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.

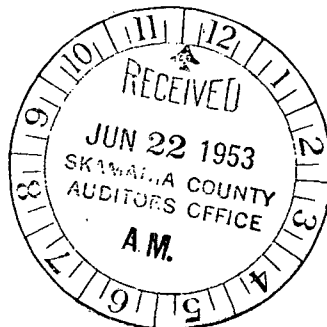
Given under my hand and official seal the day and year last above written.

Reuben J. Salvesen

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

STEVENSON

WASH.



NO. 859
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUN 22 1953
AMOUNT \$127
COUNTY TREASURER
BY M. J. Jeter