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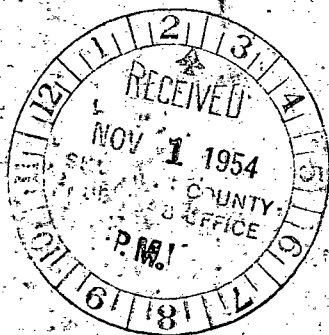
In consideration of the payments to be made as hereinafter provided Verena Ziniker, a widow, Vendor, covenants and agrees to convey to Thomas F. Golden and Pearl Golden, his wife, Vendees the following described real property in Skamania County, State of Washington, to-wit:

The SW $\frac{1}{4}$ Sec. 9 Twp. 1 N. R. 5 E. W. M., and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8 Twp 1 N. R. 5 E. W. M., excepting the following:

- (1) 10 acres off the east end of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ Sec. 9 aforesaid;
- (2) 1 acre, commencing at the NW corner of the SW $\frac{1}{4}$ said Sec. 9 thence South 2 rods to north line of Cape Horn and Mt. Zion Road, thence along the northerly line of said road to the NE corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ said sec. 9; thence west to the place of beginning.
- (3) 30 acres, more or less conveyed to Henry J. Biddle by deed recorded at page 227 Book "N" of Deeds, records of Skamania County, and easement for road described in said deed.
- (4) Spring and easement described in deed to Fred and Alfred Cocher recorded at page 326 Book "I" of Deeds records of Skamania County;
- (5) Easement conveyed to Northwestern Electric Company.

The purchase price is the sum of \$7000.00, payable as follows: \$1000.00 cash on delivery of this agreement, the receipt whereof is hereby confessed, and the balance thereof to-wit the sum of \$6000.00 is payable in annual installments of not less than \$250.00 payable on the 15th day of March each year commencing March 15, 1945, together with interest on unpaid balance at the rate of four per cent payable annually.

The Vendees agree to pay said purchase price and all taxes and including 1944 taxes, and those other assessments against the property/hereafter falling due, and to keep the dwelling house on said premises insured in a sum of at least \$750.00 and the barn thereon in the sum of at least \$750.00 payable in case of loss to the vendor and vendees at their respective



interests may appear; provided that in case of damage or loss by fire the Vendees may replace or repair the building so destroyed of damaged and for said purpose use the proceeds from the insurance. In case the proceeds from the insurance shall not be used for repair or replacement of said building or buildings it shall be applied upon the installments of principal last falling due.

The Vendees shall have the right to pay any installments of any part thereof in advance of the due date. Any payment of installments in advance of the due date shall, unless otherwise directed by the Vendees be credited upon the installment of installments next falling due.

The Vendees shall not commit nor permit waste upon said premises and shall care for and cultivate the same in a husbandman like manner.

The Vendees shall have the right to use for their own domestic purposes such wood ^{as} ~~xxx~~ they may require and they shall also have the right to cut for commercial purpose such wood or timber from said premises they may desire but in such event they shall pay to the vendor the sum of \$1.00 per cord or \$1.00 per 1000 feet for the timber, to apply on purchase price.

When the Vendees shall have paid one-half purchase price the Vendor will upon demand deliver to the Vendees an abstract of title or at her option an policy of title insurance showing merchantable title to said premises in the vendor subject only to this contract and of the acts or admissions of the Vendees.

The vendor has simultaneously executed with the execution of this contract a Warranty Deed satisfactory to the Vendees for the property herein described and has delivered the same to Lee Ziniker as escrow holder. All payments may be made to the said Lee Ziniker.

and upon final payment delivery of said deed shall be made to the Vendees; provided, however, the said Vendees have kept and performed all the covenants and agreements herein contained.

In case of default in the payment of principal or interest, or any part thereof, or in the performance of any covenant herein, the Vendor may terminate this agreement without notice and immediately take possession of said premises and evict the Vendees, or any person holding under them therefrom, and all moneys paid hereunder shall be forfeited as liquidated damages. Should the Vendor be required to bring an action at law to recover possession of said premises or to quiet the title thereto against any claim of the Vendees, or person holding under the, then in that event they shall be entitled to recover a judgement for their costs and disbursements, including a reasonable sum as attorney's fee to be fixed by the court.

The said escrow holder is authorized and empowered to do any and all acts here specified on behalf of the Vendor and as her attorney in fact or on behalf of her successors in interest to the property herein described.

Time is of the essence of this agreement, but acceptance of any installment after the same shall become delinquent shall not be construed as a waiver of this covenant as to any subsequent default.

IN TESTIMONY WHEREOF the parties have executed these presents in duplicate this 25th day of February, 1944.

Verena Ziniker
Party of the first part

Thomas F. Golden
Beal Golden
Parties of the second part

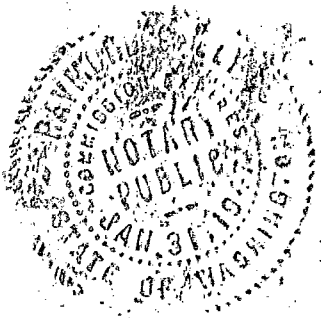
STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me Verena Ziniker, 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 this 25 th day of February, 1944.

James C. Kelly
Notary Public for Washington
Residing at Stevenson, therein.



NO 1322
SP. COUNTY
REISSANCE EXCISE TAX
PAID NOV 1 - 1954
AMOUNT *Exempt*
COUNTY TREASURER
BY *Michael J. Peter*

Annelle H. Hutcherson, Deputy

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