

GILBERT GAY STRINGER, DECEASED TO MABEL K. STRINGER, EXECUTRIX

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR
SKAMANIA COUNTY

IN THE MATTER OF THE ESTATE OF)
GILBERT GAY STRINGER, DECEASED) No 1326
ORDER FOR SPECIFIC PERFORMANCE

THIS MATTER COMING ON TO BE HEARD THIS 16TH DAY OF AUGUST 1920
UPON THE PETITION OF MABEL K. STRINGER, EXECUTRIX OF THE ESTATE OF GILBERT
GAY STRINGER, DECEASED, FOR AN ORDER DIRECTING SPECIFIC PERFORMANCE OF A
CERTAIN CONTRACT MADE AND EXECUTED BY THE SAID GILBERT GAY STRINGER PRIOR TO
HIS DEATH, AND THE SAID PETITION BEING FULLY CONSIDERED, AND EVIDENCE IN
SUPPORT THEREOF HAVING BEEN TAKEN, THE COURT FINDS:

THAT THE SAID MABEL K. STRINGER IS THE DULY APPOINTED AND QUALIFIED
AND ACTING EXECUTRIX OF THE LAST WILL AND TESTAMENT OF THE SAID GILBERT GAY
STRINGER, DECEASED;

THAT THE SAID GILBERT GAY STRINGER DIED ON OR ABOUT THE 20TH DAY
OF FEBRUARY 1920 LEAVING A LAST WILL AND TESTAMENT, WHICH HAS BEEN DULY AD-
MITTED TO PROBATE IN THIS COURT.

THAT AT THE TIME OF HIS DEATH THE SAID GILBERT GAY STRINGER AND
MABEL K. STRINGER, HIS WIFE, WERE THE OWNERS OF A THREE-FOURTEENTHS INTEREST
IN AND TO THE FOLLOWING REAL ESTATE, TO-WIT;

THE FRACTIONAL NW $\frac{1}{4}$ OF SECTION 19 Tp 2 N R 5 E. W.M.

THAT ON OR ABOUT THE 14TH DAY OF JANUARY 1920 THE SAID GILBERT GAY
STRINGER AND MABEL K. STRINGER, HIS WIFE JOINED IN THE EXECUTION OF A CONTRACT
FOR THE SALE OF THE SAID PREMISES, AND CERTAIN PERSONAL PROPERTY THEREIN
DESCRIBED, TO ONE A. A. DISBROW, A COPY OF WHICH IS ATTACHED TO THE SAID
PETITION.

THAT THE CONSIDERATION NAMED IN THE SAID CONTRACT IS \$14,000.00,
WITH INTEREST AT THE RATE OF 6% PER ANNUM UPON ALL DEFERRED PAYMENTS, AND
THERE HAS BEEN PAID THEREON THE SUM OF \$11,000.00, LEAVING UNPAID UPON THE
PURCHASE PRICE THE SUM OF \$3,000.00 AND INTEREST AMOUNTING TO THE SUM OF
\$182.25.

THAT A BILL OF SALE FOR THE PERSONAL PROPERTY MENTIONED IN SAID
CONTRACT HAS BEEN EXECUTED AND DELIVERED TO THE SAID A. A. DISBROW, BUT THAT
NO DEED HAD BEEN EXECUTED FOR THE REAL PROPERTY DESCRIBED THEREIN.

THAT SAID CONTRACT PROVIDES, AMONG OTHER THINGS, THAT UPON PAYMENT
OF THE SUM OF \$8,500.00 THE SAID A. A. DISBROW, SHALL, AT HIS OPTION, BE
ENTITLED TO RECEIVE A DEED TO THE SAID PREMISES, UPON EXECUTION AND DELIVERY
OF A NOTE AND THE BALANCE OF THE PURCHASE PRICE THEN UNPAID, TO BE SECURED
BY A MORTGAGE UPON SAID PREMISES, AND HE NOW DEMANDS PERFORMANCE OF SAID
CONTRACT UPON THE PART OF THE GRANTORS NAMED THEREIN, AND UPON EXECUTION OF
A MORTGAGE AND NOTE AS THEREIN PROVIDED, IS ENTITLED TO RECEIVE SUCH DEED.

WHEREFORE, IT IS ORDERED THAT THE SAID EXECUTRIX BE AUTHORIZED,
AND SHE IS HEREBY ORDERED, AND DIRECTED, TO JOIN WITH THE ^{other} OWNERS NAMED IN
SAID CONTRACT IN THE EXECUTION OF A DEED TO SAID PREMISES AS PROVIDED IN THE

\$1.25-