

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY DO HEREBY CERTIFY THAT ON THIS 1ST DAY OF NOVEMBER 1924 PERSONALLY APPEARED BEFORE ME F. M. AMEN, TO ME PERSONALLY KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND THE ADMINISTRATOR OF THE ESTATE OF MARTHA E. AMEN, DECEASED, AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, INDIVIDUALLY, AND AS ADMINISTRATOR OF THE ESTATE OF MARTHA E. AMEN, DECEASED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

RAYMOND C. SLY
NOTARY PUBLIC FOR WASHINGTON RESIDING
AT STEVENSON THEREIN.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FILED FOR RECORD NOVEMBER

FOR SKAMANIA COUNTY

IN THE MATTER OF THE ESTATE OF)

MARTHA E. AMEN)
DECEASED.)

No. 1448P
ORDER

THIS MATTER COMING ON TO BE HEARD UPON THE PETITION OF F. M. AMEN, ADMINISTRATOR OF THE ESTATE OF MARTHA E. AMEN, DECEASED, FOR AN ORDER DIRECTING THE CONVEYANCE OF LOTS 1 AND 6, BLOCK 2 OF ESTABROOK'S ADDITION TO THE TOWN OF CARSON, TO N. B. WHITTEN, PURSUANT TO THE TERMS OF A CERTAIN CONTRACT DIRECTING THE SAID PETITION AND THE COURT HAVING HEARD THE TESTIMONY OF THE SAID F. M. AMEN AND N. B. WHITTEN AND HAVING EXAMINED THE ORIGINAL CONTRACT AND BEING FULLY ADVISED IN THE PREMISES, FINDS;

1. THAT PRIOR TO THE DEATH OF THE SAID MARTHA E. AMEN, A CERTAIN CONTRACT WAS ENTERED INTO BY AND BETWEEN F. M. AMEN AND MARTHA E. AMEN, HIS WIFE, AS PARTIES OF THE FIRST PART THEREIN AND N. B. WHITTEN, AS PARTY OF THE SECOND PART THEREIN, FOR THE CONVEYANCE OF THE ABOVE DESCRIBED LOTS 1 AND 6 BLOCK 2 OF ESTABROOK'S ADDITION, AND THAT A TRUE COPY OF SAID CONTRACT IS ATTACHED TO SAID PETITION MARKED EXHIBIT "A" AND MADE A PART THEREOF.

2. THAT THE SAID CONTRACT PROVIDES AMONG OTHER THINGS AS FOLLOWS:

"THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE FURTHER SUM OF FIFTY (\$50.00) DOLLARS TO THEM PAID BY THE SAID PARTY OF THE SECOND PART, DO HEREBY GRANT UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS, AN OPTION TO PURCHASE THE PREMISES ABOVE DESCRIBED AT ANY TIME BEFORE THE EXPIRATION OF THE TERM OF SAID LEASE FOR THE SUM OF \$800.00; PURCHASE PRICE TO BE PAID AS FOLLOWS: THREE HUNDRED AND FIFTY (\$350.00) DOLLARS CASH AT DATE OF EXECUTION OF DEED FOR SAID PREMISES AND THE BALANCE TO BE PAID BY PROMISSORY NOTE OF THE SAID PARTY OF THE SECOND PART, SECURED BY FIRST MORTGAGE UPON THE ABOVE DESCRIBED PREMISES. THE SAID NOTE AND MORTGAGE TO BEAR INTEREST AT THE RATE OF EIGHT PER CENT PER ANNUM, PAYABLE ANNUALLY, AND PRINCIPAL OF SAID NOTE TO BE PAID ON OR BEFORE TWO YEARS AFTER DATE THEREOF. SAID NOTE AND MORTGAGE TO CONTAIN THE USUAL PROVISIONS FOR COLLECTION AND FORECLOSURE, INCLUDING COVENANTS FOR DEFICIENCY JUDGMENT AND ATTORNEY'S FEES.

IN CASE THE SAID PARTY OF THE SECOND PART SHALL ELECT TO PURCHASE SAID PREMISES UNDER THIS OPTION, HE SHALL BE CREDITED UPON SAID CASH PAYMENT AS PART OF THE PURCHASE PRICE THEREOF, THE SAID SUM OF FIFTY (\$50.00) DOLLARS ABOVE MENTIONED