DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

This Certifies, That on this 14th day of December A. D. 1933, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named C. H. Osborn & Ellen Osborn husband & wife who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same as their free act and deed, for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

F. I. Mitcheltree Notary Public for Oregon. My commission expires Sep. 18th, 1935.

Filed for record Febry. 17, 1934 at 10-55 a.m. by Grantee

Makel Wasse Skamania Co Clerk-Auditor.

*#*19166

William Crispien et ux to J. W. Lamb

Know All Men by these presents, That William Crispien and Anna Crispien, husband and wife, parties of the first part, in consideration of the sum of \$250.00 to be paid as herein after provided, promises and agrees to ASSIGN, SET OVER and TRANSFER unto J. W. Lamb, party of the second part herein, that cartain contract for the sale of land, made and executed on the 10th day of July, 1923 by and between B. Bennett, an unmarried man, party of the first part therein and Wm. Crispien and Anna Crispien, his wife, parties of the second part therein, for the sale of that certain premises situate, lying and being in the County of Skamenia, State of Washington as follows, to-wit:

Beginning at the center of the County Road opposite the Northwest corner of the School Lot in Sec. 3 Tp. 1 North of Range 5 East of Willamette Meridian, thence following the center of the County Road, North 1° 46* East 10.52 chains to the intersection of the County Road; thence along the center of this County Road 87° 46* East 10.08 chains; thence South 1° 46* West 9.30 chains to the North line of School Lot; thence along North line of School Lot South 80° 44* West 10.40 chains to the place of beginning, being a tract of land containing 10 acres, more or less.

And the said party of the second part promises and agrees to pay therefor the sum of \$250.00 with interest thereon at the rate of six per cent per annum, according to the terms and conditions of a certain promissory note bearing even date herewith, made by the said J. W. Lemb, payable on or before three years after date to the order of William Crispien and the said parties of the second part further promises and agrees that he will faithfully perform all the terms and conditions of the said contract, a copy of which is furnished herewith.

Upon failure to perform the terms and conditions of the said contract or to pay the said sum of \$250.00 these presents shall become null and void and all rights hereby conveyed shall cease and be determined and the said parties of the first part shall and may have an action at law for the recovery of such damages that may sustain by reason of such breach, it being further agreed and understood that all payments made by the said party of the second part upon said note or upon said original contract, shall in such case, be forfeited to the benefit of the said parties of the first part to apply upon such damages.

In case of the payment of the said note and the faithful performance of the said contract, then and in that event the said parties of the first part shall make, execute and deliver to the said party of the second part a good and sufficient Assignment of said Contract and will furnish an abstract showing good merchantable title in said premises in and to the said B. Bennett, his heirs or assigns, subject to the equity created by the above mentioned contract.