

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

SHAW & BORDEN CO., PRINTERS, STATIONERS, BOOKBINDERS, SPOKANE 241427

and agreed that the vendees will not allow any liens to accumulate or be filed against this property and if any liens are filed or any accumulate against the property that this shall be considered to be a breach of the terms of the contract.

It is further understood and agreed that in case it becomes necessary to maintain action to enforce collection of the payments due or to repossess the property, that a reasonable attorney's fee may be allowed in addition to the costs of such action.

In Witness Whereof the parties hereto have set their hands this 24th day of April, 1934.

(Corporate seal affixed)

Moffetts Hot Springs Company
By Geo. Y. Moody, Pres.
By John Wilkinson, Sect'y.

E. L. George
Helen L. George

Filed for record April 30, 1934 at 1-28 p.m. by Copeland Lbr. Co.

Mabel J. Ross
Skamania Co. Clerk-Auditor.

#19398

Ross and Marks, Inc. to Fred R. Frazier et ux

This Agreement in Duplicate, made the 2nd day of April, 1934, between Ross & Marks, Inc., an Oregon Corporation, hereinafter called the first party, and Fred R. Frazier and Myrtle Frazier, his wife, of the County of Skamania, and State of Washington, hereinafter called the second parties.

Witnesseth, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second parties agree to purchase, the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 3 North, Range 10 E. W. M., containing 10 acres more or less and

W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section 21, Township 3 North, Range 10 E. W. M., containing 40 acres more or less, together with the personal property now on said above described land.

for the sum of Fifteen Thousand (\$15,000.00) Dollars on account of which Ten Dollars and other valuable consideration is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid at Portland, Oregon, with interest at the rate of 6%, per annum, upon the following terms:

Second parties agree to operate said land as a combined farm and orchard project; to properly cultivate, fertilize and care for the orchard trees in compliance with the best modern methods. Second parties agree to harvest all crops grown on the land and deliver all of the fruit crop to the Underwood Fruit & Warehouse Company, at Underwood, Washington, or elsewhere as may be mutually agreed. The net proceeds received from the sale of all orchard and/or farms products, also all rentals and other revenue received in connection with said project shall be applied:

1. For payment of delinquent taxes, if any.
2. For payment of interest on any first mortgage which may exist against said land.
3. For payment to apply on an allowance of Seven Hundred Eighty Dollars (\$780.00) per year which it is mutually understood and agreed shall be paid to the second parties in lieu of wages for themselves and family, if and when sufficient funds have been received for payment of same.
4. The balance of the proceeds received from the operation of said farm shall be paid each year forthwith when received, to the first party to apply in payment of interest and/or principal of the balance remaining unpaid on this contract.