

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON.

PIONEER PRINT, STEVENSON, WASH.

payments have been made in full together with the interest, that a Warranty Deed and Title Insurance will be made to the vendees; Warranty and Title free and clear except as to such liens as may accrue by way of taxes or assessments subsequent to the 1933 taxes and such liens as may accrue by, through, or under, the possessory rights of the vendees.

It is further understood and agreed that the title to the property above described shall remain in the vendor until the purchase price has been paid for in full according to the terms in this agreement; that this contract is to be considered a conditional contract of sale and that in case the vendees fail to make their payments as hereinbefore specified, the vendor may elect to repossess itself of the property because of such failure to comply with the terms of this agreement and may retain such amounts as may be paid hereon by way of rentals for the use and occupation of the premises and by way of liquidated damages because of the vendees breach of this agreement or the vendor may sue for the balance of the purchase price.

It is further understood and agreed between the vendor and the vendees, that any buildings or improvements placed upon this property shall become a part of the real property when such buildings are so built or any improvements are made; and it is further understood 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 this 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 the 23rd day of April, 1934.

(Corporate seal affixed)

By Moffetts Hot Springs Co.  
By Geo. Y. Moody, President  
By John Wilkinson, Secretary  
Ralph H. Hinds.

Filed for record October 20, 1934 at 11-20 a.m. by Ralph H. Hinds.

*Mabel J. Rose*  
Skamania Co. Clerk-Auditor.

#19995

Drano Flume & Lbr. Co. to State of Washington

Agreement.

On the 12th day of April, 1934, John W. Wilkinson and Ralph A. Coan, duly appointed Receivers for Drano Flume and Lumber Company in consideration of the sum of Two Thousand five Hundred Dollars, granted to the State of Washington a right of way for State Road No. 8, Cooks East to Underwood West and Underwood-West over and across a portion of Lots 2 and 3, Section 28, Township 3 North, Range 10 E. W. M.

On the 31st day of March, 1934, said Drano Flume and Lumber Company by its duly elected officers also executed a deed to said State of Washington. The above deeds conveyed all right, title and interest of said Lumber Company in said right of way.

The consideration among other things covered the value of a portion of a structure, known as a lumber dock, together with the cost of removal and rearrangement of said lumber dock necessary because of the construction and maintained on the right of way of the Spokane, Portland and Seattle Railway Company, adjoining said lumber company's lands.

A portion of said lumber dock sufficient for present construction and maintenance needs of said highway has been removed, but not to the full width of 80 feet on the northwestward side from the center line of said State Road No. 8, Underwood-West, as is