

The State of Washington to C. G. Green

C. G. Green vs. State of Washington
Case No. 1357

This Agreement and made in duplicate this 23rd day of August 1898 by and between the State of Washington, party of the first part, and C. G. Green of Clallam County, Washington, of the second part, pursuant to an act of the Legislature of the State entitled "An act to provide for the selection, survey, mapping, earnest, reclamation, lease and disposition of the State's granted, school, tide, oyster and other lands, harbor areas, and for the confirmation and completion of the several grants to the State by the United States; creating a Board of Appraisers and a Board of State Land Commissioners; defining their duties and making an appropriation therefor, and declaring an emergency" approved March 16, 1897.

Witnesseth, That the party of the first part in consideration of the sum of Eighty-seven and 50/100 (87.50) Dollars, to be paid as herein after expressed agreed, and of the faithful performance of the covenants agreements and conditions herein after expressed, as the party of the second part to be performed and kept, hereby agrees to sell to the party of the second part the certain tract or parcel of Land situated in Clallam County and State of Washington, described as follows, to-wit:

All shore lands, owned by the State of Washington, situate in front of, adjacent to, or abutting upon that portion of the U.S. Government meander line described as follows:

Beginning at
the meander corner to Section Six (6) Township 2 North Range 1½ East W. M. and Section Thirtys-one (31) Township 3 North Range 1½ East W. M. which point is on the right bank of the Columbia River and 11.25 chains East of the South East corner of Township 2 North, Range of Easts W. M. thence along said meander line in front of said Section 6 of Township 2 North, Range 1½ East W. M. as follows: South 30° West 11.50 chains; South 68° 30' West,

10. as to one hundred and one square miles between Range 7 and 7½ East, which is 13.62 chains South from the 7 North East corner to Township 2 North Range 7 East; having a total frontage measured along said meander line in front of Section 6 said Township 2 North, Range 7½ East, N. M. of 17.50 chains, containing acres more or less according to the survey thereof.

And the party of the second part hereby covenants and agrees to purchase of the party of the first part the above described land, and to pay therefor the full sum of Eighty-seven and 50/100 (\$87.50) Dollars in manner following, that is to say:

The sum of \$8.75 at or before the execution of this contract, the receipt whereof is hereby acknowledged.

The sum of \$8.75 principal and \$3.85 interest on the first day of March 1899.
 The sum of \$8.75 principal and \$4.20 interest on the first day of March 1900.
 The sum of \$8.75 principal and \$3.67 interest on the first day of March 1901.
 The sum of \$8.75 principal and \$3.15 interest on the first day of March 1902.
 The sum of \$8.75 principal and \$2.63 interest on the first day of March 1903.
 The sum of \$8.75 principal and \$2.10 interest on the first day of March 1904.
 The sum of \$8.75 principal and \$1.57 interest on the first day of March 1905.
 The sum of \$8.75 principal and \$1.05 interest on the first day of March 1906.
 The sum of \$8.75 principal and \$0.53 interest on the first day of March 1907.

And the said second party covenants and agrees to pay said principal sum and interest as above specified at the rate of six per cent per annum, in gold coin of the United States at the office of the Commissioner of Public Lands at the Capital of said State and that he will pay all taxes and assessments of every kind that may be levied or assessed on said land and premises, and that if said second party shall fail to pay any of the sums above specified, either of principal interest taxes or assessments when the same shall become due and for six months thereafter, he will on demand of the Board of State Land Commissioners or other authorized officer of the State quietly and peaceably

same under the possession of the aforesaid described land and premises and every part thereof is and upon the failure to pay as above specified, all rights of said purchaser under this Contract, may at the election of said Board of State Land Commissioners acting for the State of Washington and without notice to said purchaser be declared forfeited, and when so declared forfeited and thereupon the State shall be released from all obligation to Convey said land; and all payments theretofore made on this Contract and any and all improvements made on said land or any part thereof, shall thereupon be forfeited to and belong to said State of Washington.

But if said party of the second part shall well and faithfully keep and perform all the covenants and agreements hereinbefore specified by him to be kept and performed in the manner and at or before the times above specified he shall be entitled to a patent to said land from said State of Washington as provided by law upon payment of this Contract and cancellation of same.

The terms of this Contract shall be binding in favor of and against the said party of the second part his heirs executors, administrators and assigns, but no assignment of this contract shall in any way relieve the said party of the second part from the performance of the conditions hereof on his part, nor be recognized nor admitted by said State of Washington the same shall be endorsed upon and executed witnessed and acknowledged in the same manner as a conveyance of real estate is required by law to be, and said assignment shall be accepted by and entered on the records of the Commissioner of Public Lands; who shall any such assignment of the party of the second part for less than the entire interest of said party to the whole of the lands above described be rejected or admitted.

In western and Northern, the party of the first part, by the Commission of Public Lands and the party of the second part have been unto sacrificed their names in duplicate.

Witness the signature of purchaser:

Joseph Lovelace } The State of Washington
C. H. May, } by Robert Bridges
Commissioner of Public Lands.

Olsbrun

P. O. Address Stevenson
Skamania County State of Washington

Filed for record Sept 29th 1898 at 10 o'clock A.M.

Clsleen
Auditor

by J. Pawley -
Report

Obs. Dr. J. A. Smeener
Chairman Co. Commissioners