

The State of Washington to C. E. Green

This agreement made in duplicate this 23rd day of August 1898 by and between the State of Washington, party of the first part, and C. E. Green of Stearns, Skamania 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, management, 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 10, 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 hereinafter expressed agreed, and of the faithful performance of the covenants, agreements and conditions herein-after expressed, on the part of 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 State Land situated in Skamania 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 7 1/2 East T. M. and Section Thirty-one (31) Township 3 North Range 7 1/2 East W. M. which point is on the right bank of the Columbia River and 11.25 chains East of the North East corner of Township 2 North, Range 7 East T. M. Thence along said meander line in front of said Section 6 of Township 2 North, Range 7 1/2 East T. M. as follows: South 30° West 11.50 chains; South 68° 30' West,

10.00 to one corner corner one range line between Ranges 7 and $7\frac{1}{2}$ East, which is 12.62 chains South from the 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 $7\frac{1}{2}$ East, T.M. of 17.50 chains, containing a cross more or less according to the surveying thing.

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 $\frac{50}{100}$ (87.50) Dollars in manner following, that is to pay:

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 \$2.85 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

Surrender the possession of the above described
 land and premises and every part thereof; 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 Commis-
 -sioners 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 obliga-
 -tion to convey said land; and all payments there-
 -before 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
 surrender 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 con-
 -tract 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 unless
 the same shall be endorsed hereon 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 Commission of Public Lands; nor 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 recog-
 -nized or admitted.

In testimony whereof, the party of the first part, by the Commissioner of Public Lands and the party of the second part have hereunto subscribed their names in duplicate.

Witness the signature of purchaser:

Joseph Lowrey
C. H. Mann,

The State of Washington
By Robert Bridges
Commissioner of Public Lands.

C. L. Smeen
Purchaser

P. O. Address Stevenson
Skamania County State of Washington

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

C. L. Smeen
Auditor

By J. Lowrey -
Deputy

Ob.
J. J. Smeen
Chairman of Commission