

Kirk &amp; Brewster to B. E. Lassan

\$100. =

Portland, Oregon, March 30, 1907

Received from B. E. Lassan, by Goodnough & Sterns, Agent, the sum of One hundred and 25/100 Dollars, in part payment of the following described real property situated in the County of Skamania, State of Washington, to-wit:

All of Lot four (4) The Southwest quarter of Northwest quarter and West half of the Southwest quarter of Section Three (3) Township, One (1) North, Range Six (6) East W. M. D. At the agreed purchase price of Thirty two thousand and 25/100 Dollars, upon the following terms and conditions: - The undersigned owners of the above described premises, hereby guarantee that the said premises will contain about six and one half million feet of merchantable timber of the following kinds, qualities and quantities, to-wit: Yellow fir and Douglas as represented to us. And this agreement of purchase of sale is made upon these express conditions: That the said owners agree to furnish a full, true and correct abstract of title, in fascimile, in the undersigned owners, free from all liens, encumbrances and defects, and upon payment of balance of said purchase price, to-wit: the sum of \$3100. = less 5%, or \$2800. = as agents commission, Dollars, at Bank of Bowdell at Bowdell, South Dak. on or before sixty days from date hereof, to make, execute and deliver unto said B. E. Lassan, his heirs or assigns, a good and sufficient deed of warranty, signed by the undersigned, conveying the same as aforesaid; the said purchases shall have the right to have the timber now standing upon said premises assessed by such person or persons as he may select, and if the report of such assessed or owners shall show a less or different character, quantity or quality of timber than is herein specified, or if the title to said premises should prove defective, and the said owners cannot deliver good title to said premises as aforesaid within the time herein specified, or such other longer time as may be granted thereto by said purchaser, then and in that case, the amount herein received for shall upon demand be immediately repaid unto said B. E. Lassan, or his legal representatives, by the undersigned owners of said premises, their heirs, executors, administrators or assigns. The purchaser aforesaid shall however have the right to extend the time of final payment for any reasonable time for the purpose of the seller perfecting title, in case of any defects therein that can be cured; and in such case the sellers agree to take immediate action to perfect title so far as has been covenanted.

In Witness whereof, the said owners have hereunto set their hands and seals this day and year herein first above written.

Signed, sealed and delivered in the presence of,

W. H. De Long  
Wm. Burley

U. S. Kirk Seal,  
O. T. Brewster Seal  
J. O. Sterns Seal. Partner as  
st Goodnough, (Seal) Goodnough & Sterns.

State of Oregon

Bounty of Skamania 3<sup>rd</sup>. Doth remember that on this eleventh day of May 1907, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the witness aforesaid J. O. Sterns and st. Goodnough, partners in Goodnough &

Sterns, who are known to us to be the identical individuals described in and whose names are subscribed to the foregoing instrument and acknowledge to us that they executed the same freely and voluntarily.

Notarized,

Seal:

A. J. Eckerson

Notary Public for Oregon

Filed for record by J. O. Sterns on May 13, 1907 at 1:15 P.M.

A. Peacockham

Ex. Subdctd.

1.05

M. & E. Gleason to C. E. Lerner.

M. & E. Gleason

By M. & E. Gleason. March 5th 1907.

Received of C. E. Lerner, by Goodnough & Sterns, Esqrs., the sum of one hundred and forty dollars, in part payment of the following described real property, situated in the County of Okanogan, State of Washington, to-wit:

The Southeast quarter of Section Thirty Three (33) in Township three (3) North, Range six (6) East of the M. M., at the agreed purchase price of Thirty two hundred  $\frac{20}{100}$  (\$3200.00) Dollars upon the following terms and conditions: - The undersigned owners of the above described premises hereby guarantee that the said premises will contain Six million Five hundred thousand feet of merchantable timber of the following kinds, quantities and qualities to-wit: Sixty five (65%) Yellow Pine and balance Larch, and this agreement and purchase of sale is made upon that express condition: The said owners agree to furnish a full, true and correct abstract of title of said premises to the said purchaser, showing title as far as possible, in the undersigned vendor, free from all liens, encumbrances and defects, and upon payment of the balance of said purchase price, to-wit - the sum of Thirty one hundred  $\frac{20}{100}$  (\$3100.00) Dollars at the Bank of Bowelle, at Bowelle, South Dakota, less 5% on \$3200.00 as agents commission, on or before sixty days from date hereof, to make, execute and deliver unto the said C. E. Lerner, his heirs or assigns, a good and sufficient Deed of conveyance to the said premises, signed by the undersigned Mr. & Mrs. Gleason & wife, conveying the same as aforesaid. The said purchaser shall have the right to have the timber now standing upon said premises, cutted by such person or persons who may elect, and if the report of such cutters or cutters shall show a loss or different character, quantity or quality of timber than as herein specified, or if the title to said premises should prove defective and the owners cannot deliver a good title to said premises as aforesaid, within the time herein specified or such longer time as may be granted therefor