

Agree & Jeff Johnson to O. S. B. Wills.

For Five thousand five hundred Dollars (\$5 500.00) the receipt of Thirtys Dollars (\$30.00) of which is hereby acknowledged and the payment of accruing taxes and other valuable considerations hereinafter set forth, Agnes Johnson, her husband Jeff Johnson, their heirs and assigns have beguined and sold to O. S. B. Wills, his heirs and assigns, all that tract of land of fifty acres in the $3\frac{1}{4}$ of Sec. 36 Twp 3 R. 7 S. W. M. conveyed to them by L. A. Vinoville, except ten acres conveyed by them to Leslie Walker and except all of Block 6, Lots 4 & 5 in block 5, lots 3, 4, 5, 6 & 7 in block 4, Lot 15 in block 3 and Lots 5, 6, 7 & 8 in block 2, of Johnson's Addition to Stevenson, Wash. which have been sold to parties, who are, it is agreed, together with said Johnson liable for all taxes due upon said lots, and it is agreed that said Wills, in lieu of compensation from interest upon balance (\$5 470.00) due shall bear the cost of taxes, which taxes, as they come due may be paid from sales of lots or lands, on condition that all such monies so applied must be taken from his profits in liquidating this property and shall not count against amount due said Johnsons, and upon payment of said balance of Five thousand four hundred and seventy Dollars and all taxes due, on or before Jan. 1st 1911 by said Wills, his heirs or assigns, said Agnes Johnson, her husband Jeff Johnson, their heirs or assigns contract and agree to convey in fee simple, free of all encumbrances their part or the whole thereof of the aforesaid land or lots; Provided further more to facilitate the sale and improvement of said lots and lands said Johnsons consent that said Wills may lay out, grade and sell the lands north of Johnson's Addition according to harmony with the sloping rolling contours of said lands and they agree that said Wills lay off 40 feet in width paralleling a County Road already provided for, such additional width to be in aid of future rapid transit to the Stevenson Hot Springs and to be improved in a Rose Alameda for public promenading and driving and it is agreed that whenever in case as said Wills shall have caused to be cleared the brush and stumps and graded the surface sufficient to admit of travel by teams, that said Johnsons will convey such 40 feet in fee simple to said Wills for the contemplated uses.

And it is agreed by said Johnsons that according to the list of maximum prices named in an agreement in triplicate of even date herof, that whenever, on or before Jan 1st 1911 such maximum price together with taxes due, has been paid upon any lot, part or parcel of of aforesaid lands and the request of said Wills they will convey such lot or land to the purchaser named and credit or cause to be credited such amount as his - Wills - favor.

and said Wills agrees to offer and advertise for sale said lots and lands and make arrangement with said Johnsons or their duly authorized agent, whose receipt for any and all amounts received on contracts of sale shall be sufficient to entitle said Wills to credit on balance due on this contract. And it is understood that for any and all expenses incident to the subdivision or sale of lands or lots, roads building etc, etc, said Johnsons are in no wise liable.

And it is agreed that whenever on or before Jan 1st 1911 the total of all receipts

on sales and contracts of sale, together with payment of taxes due, equal \$57⁷².⁰⁰ over and above such taxes paid, this day and all lands remaining un sold or included in incomplete or trustee, because the property of said Wills, his heirs or assigns and said Johnsons agree to transfer it accordingly on request.

Dated this 15th day of Nov. 1907.

Witnesses: A. Fleischman

Agnus Johnson.

Alex die Kappela

Jeff Johnson

State of Washington

Bounty of Skamania Co., the undersigned authority, do hereby certify that on the 15th day of Nov. 1907 personally appeared before me Agnes Johnson and Jefferson Johnson her husband, two known to be individuals described in and who executed the foregoing instrument and acknowledge that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Notary my hand and official seal this 15th day of Nov. 1907.

(Sig. - Bush)

(A. Fleischman, Clerk of Superior Court

Seal)

Skamania Co. Wash.

Filed for record by O. S. C. Wills on Nov. 16. 1907 at 1.15 P.M.

A. Fleischman

As Auditor.

1.20 ✓

Underwood Mining Co. to F. Underwood.

Know all men by these presents that F. Underwood Mining Company, a Washington Corporation, alias Underwood, Edward Underwood and John Stark all of Underwood, Skamania Co. Washington, the party of the first part, for and in consideration of one (1) dollar to them in hand paid, do hereby bargain give and grant to Frank Underwood of Ashland, State of Iowa, the party of the second part for the period of five (5) months from the date hereof the sole, exclusive and irreverable right and privilege of purchasing all those certain tracts or parcels of land, situated and lying in the County of Skamania and State of Washington, and more particularly bounded and described as follows:

This (5) certain Mining claims herein and designated on the records of Skamania County, Oregon, in Gold Dollar claim "Lucky Jack claim" Ruth "Uncle Sam claim", Isabell claim which were taken by Amos Underwood, John Stark, Edward A. Sharpen and Charles Myers, also four certain Mining claims known and designated on said records as number one (1) Black Jack "Apple Jack and Morning Star" claims taken in the names of John Stark and F. Underwood and Ed. Underwood, respectively, in Negro Head unorganized mining district, et al and for the sum of fifty thousand (\$50,000) dollars to be paid (if said party of the second part shall elect to purchase hereunder).