

W. M. Hostetler et al. to R. C. Lange

This agreement made and entered into this 23d. day of December 1907, by and between W. M. Hostetler, Mike Hostetler and Wallace Hostetler, parties of the first part, and R. C. Lange, party of the second part, Witnesseth That in consideration of the sum of one dollar to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part hereby agree to sell to the party of the second part or to his heirs or assigns, the following described mining claims situated in the St. Helen Mining District in Skamania County, State of Washington, and more particularly described as follows: Ripper, in Section 33, Township 10 North of Range 6 East of W. M., and Ripper No. 2 in Sections 32 and 33, Township 10 North of Range 6 East of W. M., each of said above mentioned claims having been recorded in the office of the County Auditor of Skamania County, Washington, which said records are hereby referred to and made a part hereof; the following are the terms and conditions upon which above agreement to sell is made: the party of the second part, his heirs or assigns are to enter upon the above described property on the 1st. of June 1908 or as soon thereafter as the conditions will admit of and shall on or before the 1st. day of August 1908 pay to the parties of the first part, their heirs or assigns, the sum of \$1500; in the event of the failure of the party of the second part, his heirs or assigns, to make the said payment on the said 1st. day of August 1908, then this agreement to sell shall be null and void and the party of the second part, his heirs or assigns shall forfeit all sums paid out upon said above described claims, which the same has been paid in development work or upon the purchase price thereof; upon the 1st. day of January 1909 the party of the second part, his heirs or assigns, shall make a second payment upon the above described property, to the parties of the first part their heirs or assigns, of \$1500, and in the event of the failure of the party of the second part, his heirs or assigns to make said second payment when due then and in that event

this contract of sale shall become null and void and all payments theretofore made upon said contract shall be forfeited to the parties of the first part their heirs and assigns, whether the said payments have been for development work or upon the purchase price thereof, as fixed, certain and liquidated damages; upon the 1st day of June 1909, the party of the second part, his heirs or assigns, shall pay to the parties of the first part, their heirs or assigns, the balance of the purchase price of said property, to-wit, the sum of \$12,000, and upon the failure of the party of the second part to make the said last mentioned payment when due this contract shall become null and void and all payments theretofore made upon this contract shall be forfeited to the parties of the first part, their heirs or assigns, whether the same have been for development work or upon the purchase price thereof, as fixed certain and liquidated damages; upon any default made in any of the payments herein required the parties of the first part shall have the right to enter upon and take immediate possession of said premises without the let, hindrance or interference of the party of the second part; For the purpose of securing the party of the second part, his heirs and assigns in any payment made upon this contract, the parties of the first part agree to execute and place in escrow in the bank of Coffman, Dobson & Co, Chebanco, Washington, duly executed deed of said above mentioned claims, with a copy of this contract, which said deed is to be delivered to the party of the second part, his heirs or assigns, upon presenting satisfactory proof to said bank that the purchase price of said property has been paid in full; upon the failure of the party of the second part, his heirs or assigns, to make said payment in full at the time required or to make any of the payments herein required to be made, and at the time required, then and in either event the said deed shall be redelivered to the parties of the first part.

In the presence of

H. S. Elliott

Noel McInire

William Hostetler

Michael Hostetler

Wallace Hostetler

Filed for record by R. C. Lange on Jan. 4, 1908 at 1:15 P. M.

A. Fleischerbauer

County Auditor

By E. Swisher
Deputy.