

Roel McIntire et al. to R. L. Lange.

This contract made and entered into this 23d. day of December, 1907, by and between Roel McIntire and Frank McIntire, parties of the first part and R. L. 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 and assigns, the following described mining claims situated in the St. Helens Mining District in Skamania County, State of Washington, and more particularly described as follows: Ripper Lode No. 3, which said claim has been duly recorded in the office of the Auditor of Skamania County, Washington, in Book 6 of mineral locations on page 18, which said record is hereby referred to and made a part hereof, also the following, Ripper Tunnel Claim, located in Sections 32 and 33, Township 10 North of Range 6 East of T. M. and more particularly described as follows: commencing at the tunnel opening which lies 750 feet north of the northwest corner of Ripper - No. 3 and extending thence in a northeasterly direction for a distance of 3000 feet, including also the 5 acres of dumping ground located with said tunnel claim; the said last described claim to be hereafter filed upon by the parties of the first part;

The following are the terms and agreements upon which the above agreement to sell is made; the party of the second part, his heirs or assigns, is 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 \$1000; 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 and assigns, shall forfeit all sums paid out on said above described claims, whether the same have 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

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A. Gluschkauer  
Co. Auditor

By S. Swisher Deputy

payment upon the above described property, to the parties of the first part, their heirs or assigns, of \$1,000, 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 thereon 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 or 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 \$8,000, and upon the failure of the party of the second part, his heirs or assigns, 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, hinderance or interference of the party of the second part, his heirs or assigns;

For the purpose of securing the party of the second part, his heirs or assigns, in any payments made upon this contract, the parties of the first part agree to execute and place in escrow in the bank of Hoffman, Dobson & Co., Lohelalis, Washington, a 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 re-delivered to the parties of the first part

In the presence of  
C. S. Elliott  
Clarence Myer

Noel McIntire  
Frank McIntire