

George McChure + Clarence Myers to R. L. Lange.

This Agreement made and entered into this 23rd day of December 1907, by and between George McChure and Clarence Myers, parties of the first part and R. L. Lange, party of the second part, Witnesseth: That in consideration of the sum of \$1.00 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. Helens Mining District in Skamania County, State of Washington, and more particularly described as follows: "Chief No. 1" as located and amended location notices recorded in book B of Mineral Locations on page 203, records of Skamania County, Washington. "Chief No. 2" recorded in Book B of Mineral Locations page 203, records of Skamania County, Washington. "Chief No. 3" recorded in Book B of Mineral Locations page 19, records of Skamania County, Washington.

And which records are hereby referred to and made 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 first day of June 1908, or as soon thereafter as the conditions will admit of and shall on or before the first day of August, 1908, pay to the parties of the first part, their heirs or assigns, the sum of One Thousand (\$1000) Dollars. 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 first 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 upon said above described claims, whether the same has been paid in development work or upon the purchase price thereof.

Upon the first 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 One Thousand (\$1000) Dollars 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 therefor made upon

said contract shall become forfeited to the parties of the first part, their heirs or assigns, whether the said payments shall have been for development work, or upon the purchase price thereof, as fixed, certain and liquidated damages. Upon the first day of June 1909, the party of the second part, his heirs or assigns, shall pay the parties of the first part, their heirs or assigns, the balance of the purchase price of said property, to-wit: the Sum of Eight Thousand (\$8000.) Dollars, 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 therefor made upon this contract shall be forfeited to the parties of the first part, their heirs or assigns, whether the same has been paid for development work or upon the purchase price thereof as fixed, certain and liquidated damages. Upon any default of 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 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., Chehalis, 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 such 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 presence of
 H. E. Hansacker
 Frank M. Irvine

George McBlure
 Clarence Myers

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

A. Fleischhauer,

County Auditor

By E. Swisher, Deputy