

Turner F. Levens & wife with William Butler.

This agreement made this 18th day of Sept. A. D. 1899 by and between Turner F. Levens and Minnie M. Levens, his wife of Okanogan County Washington, hereinafter entitled the party of the first part and William Butler of the same county and state referred to as the party of the second part,

Witnesseth, that said party of the first part for and in consideration of the sum of Ninety (\$90) Dollars to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have this day bargained, sold and conveyed and do by these presents bargain, sell and convey unto the said William Butler, his heirs and assigns, all their right title and interest in the following described property, to-wit:

Beginning at a point in the center of the outlet of Duncan Lake in Section Thirty Five (35) Town Two (2) North, Range One (6) East of the W.M. where the "Shore Line" as located and surveyed crosses said outlet to said lake, thence following said "shore line" down the Columbia River to the section line between Sections Thirty-Four and Thirty-five (35); thence North along said section line to the "meander line" of said section Thirty-five (35); thence in a North Easterly direction up the Columbia River along the "meander line" of said river to the center of the outlet of said Duncan Lake; thence down said outlet of said lake to the point of beginning, containing three acres, more or less. The land intended to be conveyed by this contract is the "shore land" in front of Lot Four (4) of said section Thirty-five west of the center line of the outlet of Duncan Lake, said William Butler being at this time the owner of the upland adjoining the "shore land" herein conveyed.

To have and to hold unto the said William Butler, his heirs and assigns forever.

And we the said Turner F. Levens and Minnie M. Levens, his wife do hereby covenant for ourselves, our heirs, administrators and assigns, that the aforedescribed premises are free and clear of all incumbrances whatsoever, except as to certain deferred payments not yet due the State of Washington under a contract of purchase of the "shore land", heretofore entered into by said Turner F. Levens, with the State of Washington, which said deferred payments, all and singular the said party of the first part hereby agrees to pay whenever same shall become due and payable. And the said party of the first part for themselves, their heirs, administrators and assigns hereby agree to maintain said contract to purchase "shore land" from the State of Washington, inviolate, to perform all conditions of

same at time, place and in manner specified therein and upon fulfillment of the conditions of said contract with the State of Washington to take from said State of Washington a deed as provided for in said contract, and upon receipt of said deed from the said State of Washington to make, sign execute and deliver to the said party of the second part a good and sufficient deed of conveyance with like covenants as are set forth in the said deed from the State of Washington, it being the intention of this contract to secure to the said William Butler said shore land as hereinbefore described by title same as that conveyed by the State of Washington.

In witness whereof we have hereunto set our hands and seals this 18th day of Sept. 1899.

Witnessed by
Amy Levens
E. M. Rands

Turner F. Levens. Seal
Minnie M. Levens. Seal

State of Washington }
County of Skamania } ss.

On this 18th day of September, 1899, personally appeared before the undersigned, E. M. Rands, a Notary Public, the aforesaid Turner F. Levens and Minnie M. Levens, his wife, personally known by me to be the persons described in aforesaid contract, who acknowledged to me that they signed and sealed the aforesaid agreements of their own free will and accord and for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal this 18th day of Sept. 1899.

E. M. Rands

Notary Public for Washington
Residing at Vancouver.

Filed for record 23rd September 1899 at 8 a.m. by E. M. Rands

J. W. Hale

C. Auditor

O K Miller,

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