

State of Washington & C. L. Green
 assigned to Salles Portland & Son's Nav. Co.
 Original.

This Agreement, made in duplicate this 23rd day of August 1898, by and between the State of Washington, party of the first part, and C. L. Green of Stevenson, Skamania County, Washington, of the second part, pursuant to an act of the Legislature of said State entitled "An Act to provide for the selection, survey, management, reclamation, lease and disposition of the State's granted, school, tide, oyster and other lands, harbor areas, and for the confirmation and completion of the several grants to the State by the United States, creating a Board of Appraisers and a Board of Harbor Line Commissioners, are required by articles 15 and 16 of the State Constitution, which shall be generally known as the Board of State Land Commissioners; defining their duties and making an appropriation therefor, and declaring an emergency," approved March 16, 1897:

Witnesseth, That the party of the first part, in consideration of the sum of Eight-seven and $\frac{5}{100}$ (87.50) Dollars, to be paid as hereinafter agreed, and of the faithful performance of the covenants, agreements and conditions hereinafter expressed, on the part of the party of the second part, to be performed and kept, hereby agrees to sell to the party of the second part the certain tract or parcel of shore land situated in Skamania County and State of Washington, described as follows, to wit: All shore lands, owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the U. S. Government meander line described as follows:

Beginning at the meander corner to Section Six (6), Township 2 North, Range 7 $\frac{1}{2}$ East, W.M. and Section Thirty-one (31), Township 3 North, Range 7 $\frac{1}{2}$ East, W.M., which point is on the right bank of the Columbia River and 11.25 chains East of the Northeast corner of Township 2 North, Range 7 East, W.M., thence along said meander line in front of said Sect in 6 of Township 2 North, Range 7 $\frac{1}{2}$ East W.M. as follows: South 30° West, 11.50 chains; South 68° 30' West 6.00 chains to meander corner on range line between Ranges 7 and 7 $\frac{1}{2}$ East, which is 12.62 chains South from the Northeast corner to Township 2 North Range 7 East; having a total frontage measured

along said meander line in front of Section 6, said Township 2 North, Range $7\frac{1}{2}$ East, T.M. of 17.50 chains, containing acres more or less according to the survey thereof.

And the party of the second part hereby covenants and agrees to purchase of the party of the first part the above described land, and to pay therefor the full sum of Eighty-seven and 50/100 (87.50) Dollars in manner following, that is to say:

The sum of \$8.75 at or before the execution of this contract, the receipt whereof is hereby acknowledged.

The sum of \$8.75 principal, and \$2.55 interest, on the first day of March, 1899.

The sum of \$8.75 principal, and \$4.20 interest, on the first day of March, 1900.

The sum of \$8.75 principal, and \$3.67 interest, on the first day of March, 1901.

The sum of \$8.75 principal, and \$3.15 interest, on the first day of March, 1902.

The sum of \$8.75 principal, and \$2.63 interest, on the first day of March, 1903.

The sum of \$8.75 principal, and \$2.10 interest, on the first day of March, 1904.

The sum of \$8.75 principal, and \$1.57 interest, on the first day of March, 1905.

The sum of \$8.75 principal, and \$1.05 interest, on the first day of March, 1906.

The sum of \$8.75 principal, and \$.53 interest, on the first day of March, 1907.

And the said ^{second} party covenants and agrees to pay said principal sum and interest as above specified, at the rate of six per cent. per annum in gold coin of the United States, at the office of the Commissioner of Public Lands at the capital of said State, and that he will pay all taxes and assessments of every kind that may be levied upon or assessed on said land and premises, and that if said second party shall fail to pay any of the sums above specified, either of principal, interest, taxes or assessments, when the same shall be ^{com.} due and for six months thereafter, he will, on demand of the Board of State Land Commissioners or other authorized officer of the State, quietly and peaceably surrender the possession of the above ^{described} land and premises and every part thereof: and upon the failure to pay as above specified, all rights of said purchaser under this contract, may, at the election of said Board of State Land Commissioners acting for the State of Washington, and without notice to said purchaser, be declared forfeited, and when so declared forfeited and thereupon the State shall be released from all obligation to convey said land, and all payments theretofore made on this contract, and any and all

improvements made on said land, or any part thereof, shall thereupon be forfeited, to and belong to said State of Washington.

But if said party of the second part shall well and faithfully keep and perform all the covenants and agreements hereinbefore specified by him to be kept and performed in the manner and at or before the times above specified, he shall be entitled to a patent to said land from said State of Washington as provided by law upon surrender of this contract and cancellation of same.

The terms of this contract shall be binding in favor of and against the said party of the second part, his heirs, executors, administrators and assigns, but no assignment of this contract shall in any way relieve the said party of the second part from the performance of the conditions hereof on his part, nor be recognized or admitted by said State of Washington, unless the same shall be endorsed hereon and executed, witnessed and acknowledged in the same manner as a conveyance of real estate is required by law to be, and said assignment shall be accepted by and entered on the records of the Commissioner of Public Lands; nor shall any such assignment of the party of the second part for less than the entire interest of said party, to the whole of the lands above described be recognized or admitted.

In Testimony Whereof, The party of the first part, by the Commissioner of Public Lands, and the party of the second part have hereunto subscribed their names in duplicate.

The State of Washington.	
Witness the Signature of Purchaser	By Robert Bridges
	Commissioner of Public Lands.
Joseph Tinsley	C. L. Green
C. H. Moor	Purchaser
	P. O. Address Stevenson
	Skamania County, State of Washington

Assignment.

I, C. L. Green the within named purchaser for and in consideration of the sum of Fifty (\$50.00) Dollars, to me in hand paid by The Dalles, Portland & Astoria Navigation Co. of the county of Wasco and State of Oregon do hereby sell, assign and transfer all my rights, title and interest in and to the within contract and the

lands therein described unto the said The Dalles, Portland & Astoria Navigation Co. heris and as, as forever, and I do hereby authorize the State of Washington to receive from The Dalles, Portland & Astoria Navigation Co. the performance of all covenants and agreements in said contract specified to be performed by the party of the second part, and upon such performance to execute to said company a patent as it would have been executed to one had this assignment not been made.

And The Dalles, Portland & Astoria Navigation Co. said assignee hereby covenants and agrees to keep and perform all the covenants and conditions specified in said contract to be performed by the party of the second part.

Given under our hands and seals this 28th day of October 1899.

In presence of
C. H. Moor
J. P. Gillette
C. H. Moor
Chas. Moor

E. L. Green (Seal) Assignor
Rose Green (Seal) Assignor
Dalles, Portland & Astoria Nav. Co.
L. E. Grove (Seal) Assignor

P. O. Address The Dalles, Or.

State of Washington
Office of
Commissioner of Public Lands.
Approved this day of
Nov. 8 - 1899
Robert Bridges
Commissioner of Public Lands.

Acknowledgment.

State of Washington, County of Okanogan, S. E.
I, J. P. Gillette, a Notary Public for Washington do hereby certify that on this 28th day of October, 1899, personally appeared before me E. L. Green and Rose Green, his wife to me known to be the individuals described in, and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of October A. D. 1899



John P. Gillette, Notary Public
in and for the State of Washington, Residing at Stevenson

Filed for record by C. H. Moor, 11th November 1899 at 10.15 a.m.

C. H. Moor
Recorder