

WELCH and SLAUGHTER TO HOLLIS.

THIS AGREEMENT made this 11th day of March, 1910 between J. D. Welch, A. A. Welch and W. F. Slaughter, parties of the first part of the city of Portland state of Oregon, and W. G. Hollis, party of the second part of the city of Minneapolis state of Minnesota.

WITNESSETH: That the second party his heirs or assigns has agreed to purchase and the first party their heirs or assigns has agreed to sell to said second party on the conditions hereinafter mentioned, and for the purchase price of one hundred and ten thousand (\$110,000.00) dollars payable at the time and upon the conditions and in the manner hereinafter provided, the following described real property or timber contracts on the following described real property all of which is situated in the county of Skamania state of Washington, to-wit:

Titles in Fee Simple.

Lots 1-2-3-4 and the S. $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Sect. 2 and Lots 1 & 2 and S. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of Sect. 3 and the E. $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ and the E. $\frac{1}{2}$ of the S. $\frac{1}{4}$ of Sect. 11 and the E. $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sect. 23. The S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sect 13. The E. $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ and N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sect. 2. The N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sect. 3 all in Township 3 North of Range 9 East of Willamette Meridian.

And the W. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ and the W. $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Sect. 15. The N.W. $\frac{1}{4}$ of Sect. 22 and all of the E. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sect. 22 except 10 acres thereof described as the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ and the N.W. $\frac{1}{4}$ of Sect. 23 the S.W. $\frac{1}{4}$ of Sect. 14 all in Township 4 North of Range 9 East of Willamette Meridian containing 1630 acres More or less.

And contracts to remove all of the timber of the following described land.

The N. $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ and the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sect. 26. The N.W. $\frac{1}{4}$ of Sect. 26, the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ and the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sect 15, also the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sect. 22 all in township 4 North of Range Nine East of Willamette Meridian and containing 490 acres more or less.

The purchase price is payable as follows. One thousand (\$1000.00) dollars paid upon the 16th day of Feb. 1910 the receipt of which is hereby acknowledged; Fifteen Hundred (\$1500.00) dollars to be paid on the 14th day of March, 1910; Twenty-five hundred (\$2500.00) dollars to be paid on the 18th day of March, 1910. The party of the second part shall on or before the first day of June, 1910, pay or cause to be paid to the parties of the first part the further sum of fifty five thousand (\$55000.00) dollars and shall then execute and deliver to the said parties of the first part his two promissory notes, one for the sum of twenty five thousand (\$25000.00) dollars payable six months from its date to-wit: June first 1910, withm interest thereon at 6% per annum from its date; and the other for the sum of twenty five thousand (\$25000.00) dollars payable in eighteen months from its date, to-wit: June first 1910 with 6% interest thereon from its date both of said notes secured by a mortgage on all of the above described property the said mortgage to be executed and delivered by the party of the second part to the said parties of the first part.

In case the said party of the second part, his legal representatives, heirs or assigns shall pay the several sums of money aforesaid and shall execute and deliver the said promissory notes and the said mortgage punctually and at the times above specified and shall strictly and literally perform all and singular the agreements and stipulations aforesaid according to the true intent and tenor thereof then the said parties of the first part will make unto the said party of the second part his heirs or assigns upon request and upon the surrender of this agreement a merchantable title conveying the said timber lands and timber contracts in fee simple and clear of all incumbrance.

But in case the said party of the second part shall fail to make payment of the sum of \$1500.00 aforesaid on March 14th 1910 and the further sum of twentyfive hundred (\$2500.00) dollars aforesaid on the 18th day of March, 1910, and the further sum of fifty five thousand (\$55000.00) Dollars aforesaid on the first day of June, 1910 punctually and upon contract terms as above specified the time of payment being hereby declared to be the essence of this agreement then the parties of the first part shall have the right to declare this agreement null and void and in such case all the rights and interests hereby created or then existing in favor of said party of the second part or derived by him under this agreement shall utterly cease and determine and the promises as aforesaid shall revert and re-vest in the parties of the first part without any declaration of forfeiture or act of re-entry or without any other acts by said parties of the first part to be preformed without any right of said party of the second part or reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

IN WITNESS WHEREOF the said parties hereunto have set their hands and seals in duplicate the day and year first above written.

In the presence of:

W. H. Dean

Jas. S. Strickler

W. F. Slaughter

J. D. Welch

A. A. Welch

W. G. Hollis

STATE OF OREGON)
 (SS.
COUNTY OF MULTNOMAH)

This is to certify that on this 11th day of February, A.D., 1910, before me, Jas. S. Strickler, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared J. D. Welch, A. A. Welch, W. F. Slaughter, and W. G. Hollis, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND official seal the day and year in this certificate first above written.

(Notarial Seal)

Jas. S. Strickler

Notary Public for Oregon.

Received this 14th day of March, 1910, the sum of Fifteen hundred Dollars as payment on above contract.

WHITE SALMON LUMBER CO.,
By W. F. Slaughter
J. D. Welch
A. A. Welch

Mar. 18, 1910.

Received this 18th day of March the sum of twenty five hundred dollars, as the third payment on the foregoing contract.

A. A. Welch

Mar. 18, 1910.

Received from J. H. Bagley twenty-five hundred (2500.00) Dollars. Payment on W. G. Hollis contract.

\$2500.00

W. F. Slaughter

J. D. Welch

A. A. Welch

Filed for record by Van Vorst & Wells on June 21, 1910, at 8:15 A.M.

A. Fleischhauer,
County Auditor.

DUGGAN and SCOTT TO WASHINGTON NORTHERN RAILROAD CO.

THIS INDENTURE, made this 10th day of June, 1910, by and between Walter Duggan and T. A. Scott, of the County of Skamania, State of Washington, hereinafter called the lessors, and the Washington Northern Railroad Company, an Oregon corporation, hereinafter called the lessee, WITNESSETH:

That in consideration of One Dollar, the receipt of which is hereby acknowledged, and of the surrender and cancellation of a certain lease to E. J. Blazier recorded in Book Two of Leases and Agreements, Page 18, hereinafter referred to, and of the rental payments hereinafter provided for, and the covenants hereinafter contained on the part of the lessee, the said lessors do hereby let, demise and lease unto the said lessee, its successors and assigns, the following described tract and parcel of real estate, to-wit:

A strip of land sufficiently wide to construct and operate a standard gauge railroad over, through and across the premises of the lessors, in Skamania County, State of Washington, described as the East half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Three (3), Township One (1) North, Range Five (5) East, Willamette Meridian, said strip of land to be used as a right of way upon which to construct and operate the railroad of the said lessee as the same is now located and constructed over, through and upon the premises aforesaid; this lease being confirmatory of a lease heretofore executed to E. J. Blazier and by him assigned to the Cape Horn Railroad Company, and all rights under which pass at this time to the said lessee, which said former lease is merged herein and abrogated.

TO HAVE AND TO HOLD the same unto, said lessee, its successors and assigns, for the term of fifteen years from the 11th day of March, 1908, the said lessee, its successors and assigns, paying therefor the annual rental of Twenty Dollars in gold coin for each year during said term.