

Menice to Aalvik

This Agreement made this 28nd day of September 1910 between Ingeborg Menice of Home valley Skamania County Washington party of the first part, and Christian Aalvick of Stevenson Washington party of the second part witnesseth, that for and in consideration of the covenant hereinafter contained the said party of the first part hereby agrees to sell and the said party of the second part hereby agrees to buy all the timber standing and being upon the land of the aparty of the first part described as follows: Commencing at a fir stake 8 chains north of the southwest corner of the J.K. McKeighan Homestead, more fully identified by a dog wood tree five inches in diameter marked with two notches, said tree being 25 links north of said stake; also a maple tree marked in like manner four inches in diameter said tree being 36 links southwest of said stake, running thence east 13 chains and 50 links, thence north 12 chains, thence east 12 chains, thence north 20 chains, thence west to the north west corner of said homestead, thence south 32 chains to place of beginning, containing 76 1/2 acres. Said McKeighan Homestead being the lots numbered 2 and 3 and the east half of the southwest quarter of section twenty six township three North of Range eight East W.M. The said party of the second part hereby agrees to pay for said timber at the rate of thirty five cents per cord as follows: Twenty five dollars upon delivery of this contract, ten dollars as soon as the first hundred cords is cut and measured, the balance to be paid as follows: as soon as each one hundred cord is out the same shall be measured and payment therefor made before removed from the land of said first party. And the said party of the first part hereby agrees that the said party of the second part shall and may have such rights of way on over and across the said land as shall be necessary and convenient to cut and remove the said timber and may at any time go upon the said premises for the purpose of so cutting and removing the said timber, provided however and the said party of the second part hereby agrees that he will not damage any of the improvements upon the said land in so cutting and removing said timber. And the said party of the first part hereby covenants and agrees that the said party of the second part shall and may have full period of three years within which to remove the said timber and this contract shall remain in full force and effect for the said period of three years, but thereafter shall be null and void. It is hereby agreed and understood that the said party of the first part shall have the right to sell any of the land above described subject to the terms of this contract, but such sales shall in no wise render void this agreement or any part thereof.

In Witness Whereof the said parties hereto have executed this agreement the day and year first above written.

Witnesses: Frank Davids
A.B. Hutcheson
Raymond C. Sly

Mrs Ingeborg Menice
party of first part
Christian Aalvik
party of second part

Filed for record by C. Aalvik on Oct. 1st 1910 at 1.15 P.M.

A. Fleischhauer

Cc. Auditor

0.96
✓