

freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Mycom. Ex. Nov. 23/11.

Herman Frey

(NOTARIAL SEAL)

tary Public in and for the State of Colorado residing at Los Animas in said state.

Filed for record by W.M. Kollock on Sept. 11, 1911 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

### Cooks Investment Co. to Clifton McVay

THIS AGREEMENT, Made at Cocks, Skamania County, State of Washington this 2nd day of March, 1912, between the Cooks Investment Co., a corporation organized under the laws of the State of Washington, duly authorized to do business in the State of Washington, party of the first part, and Clifton McVay of Los Animas in the County of Bent State of Colorado, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the covenants and agreements of the said party of the second part herein contained, hereby agrees to sell unto the party of the second part, the following tract of land situate in the County of Skamania, State of Washington, and known and described as follows, to-wit:

Lot two (2) Block one (1) according to the plat of the Manzanola Orchard & Land Company's tract, same being on file in the office of the County Auditor of Skamania County, Washington, otherwise described as the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 2 Twp. 3 North Range 9 East of Willamette Meridian, containing ten acres more or less. for the sum of \$1250.00 dollars in United States gold coin, of which sum the said party of the second part has this day paid the sum of Nine hundred fifty Dollars. The remainder of the said purchase price amounting to Three hundred (\$300.00) dollars to be paid in one payment on the 31st day of December 1912, with interest thereon at the rate of six per cent per annum on deferred payments, interest payable annually on the 31st day of December in each year, that is to say,

ANNUAL PAYMENT	INTEREST	TOTAL	WHEN
1st yr. None	\$15.00	\$15.00	December 31, 1911.
2nd yr. \$300.00	\$18.00	\$318.00	December 31, 1912.

And the said party of the first part hereby further agrees that upon the punctual payment of said purchase price and interest, and the faithful performance by the said party of the second part, his successors, legal representatives or assigns, of all the agreements herein contained, then the said party of the first part will cause to be made, executed and delivered to the said party of the second part, his successors, legal representatives, heirs or assigns, upon request and the surrender of this con-

tract, a good and sufficient warranty deed for the conveyance of said premises.

And if said party of the second part shall fail to punctually make any of said payments of principal and interest, or shall fail to comply strictly with any of the stipulations of this contract, then the party of the first part, its successors and assigns shall have the right to enter upon and take possession of the said premises together with all the improvements thereon; and all payments formerly made under this contract shall be forfeited as liquidated damages.

It is further mutually agreed and understood, that the said party of the second part shall have the immediate possession and enjoyment of said premises, and, in consideration of such possession and enjoyment, will pay all taxes and assessments that may be at any time imposed upon said premises.

And it is further agreed that, should the said party of the second part fail to pay such taxes and assessments, or any part thereof, when the same shall become due, the said party of the first part may pay the same, and add the amount thereof to the price to be paid for said premises, and such taxes or assessments, with interest at the rate of ten per cent. per annum shall be paid before said party of the second part shall be entitled to a conveyance of said premises.

Time is of the essence of this agreement. Executed in duplicate.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed under its corporate name and seal by its President and Secretary thereunto duly authorized the day and year first above written.

COOKS INVESTMENT COMPANY, Inc.,

By O.A. Perry  
President.

and M.T. Perry  
Secretary.

(CORPORATE SEAL)

Witness as to part  
of the second part:

J.L. Carothers

W.C. Bentley

State of Washington }  
County of Skamania. } ss

Clifton McVay (Seal)

I, Laura J. Wallace, a Notary Public in and for the State of Washington, residing at Cocks, in the above named County and State, duly commissioned, sworn and qualified, do hereby certify that on this 2nd day of March, 1911, before me personally appeared O.A. Perry and M.T. Perry to me known to be the President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument, and that the seal affixed is the corporate seal.

In Witness Whereof I have hereunto set my hand and affixed my seal the day and year first above mentioned.

(NOTARIAL SEAL)

Laura J. Wallace  
Notary Public in and for the State of Washington,  
residing at Cocks, in said state.



## ACKNOWLEDGEMENT PARTY OF THE SECOND PART.

STATE OF COLORADO }  
COUNTY OF BENT } ss.

BE IT REMEMBERED, That on this 22nd day of Aug. 1911, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Clifton McVay who is known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My Com. Ex. Nov. 23/11.

Herman Frey

(NOTARIAL SEAL)

Notary Public in and for the State of Colo. residing at  
Los Animas in said state.

Filed for record by W.M. Kollock on Sept. 11, 1911 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

*J.L.  
E. Willard Oct 24 - 1911*

Moore to Trustees of Patrons of Husbandry.

THIS AGREEMENT, Made this 28 day of May A.D. 1894, by and between Caleb J. Moore Julia E. Moore his wife parties of the first part, and William A. Woodruff, E.A. Bailey Frank Marble Trustees of Patrons of Husbandry parties of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the rents and covenants hereinafter mentioned, and to be paid and performed by the said parties of the second part, has demised, leased and let, and by these presents doth demise, lease and let, unto the said parties of the second part, the following described premises, situated in the county of Skamania and state of Washington, viz: Commencing at a point twenty (20) rod due East of south west corner of Section seventeen (17) Town (1) North Range (5) East W.M. Thence north ten (10) rods Thence due East six (6) rods Thence due south ten (10) rods Thence due west to point of commencement containing about three eighths  $\frac{3}{8}$  of one acre. And if necessary for a public highway I further lease to said parties a strip one (1) rod wide from said tract to Mt Pleasant and Columbia River Road following section line. To Have and to hold the above rented premises unto the said parties of the second part their heir and assigns, for and during the full term of Ninety nine years from and after the 28 day of May S.D. 1894 or for as long as it is used for