

Young to Pratt

Know all men by these presents that I Young and Eliza Young his wife and L.B. Young, all of Collins Skamania County Washi gton for and in considerations of the sum of \$1.00 to them in hand paid by Frank S. Pratt receipt of which is hereby acknowledged do hereby give and grant to said Frank S. Pratt and unto his heirs and assigns the exclusive option to sell for us and will not sell except through him for a period of forty days from the date hereof and for a further period of twenty days in case said Frank S. Pratt has a deal for the sale of the property, hereinafter described pending at the time of the expiration of the said forty days aforesaid the following described property to-wit: The Property known as the Collins Hot Spring Hotel property now owned and controlled by us, said property covering the Northeast quarter of section 25 Tp. 3 N. R. 9 E. W. M. and that portion of the Findley Donation Land claim in Tow 23 N. of Range 8 and Range 9 E. W. M. owned by the O. W. R. and N. Ry. now under lease and option to them, together with the buildings, furniture equipment stock supplies and property of every description except personal effects and including good will of the business. Upon the following terms to-wit: \$160,000.00 to be paid as follows: \$40,000.00 to be paid to the O. W. R. and N. Co. or to said F. A. Young to be paid to said company and \$68,000.00 to said F. A. Young and Eliza Young upon delivery of deed and abstract showing clear title to the above described property and \$51,000.00 in annual installments of \$10,000.00 each with interest on deferred payments at the rate of 6% per annum said deferred payments to be secured by a first mortgage on the property purchased. In the event that the said Frank S. Pratt shall sell the said property on the above terms or on other terms which may hereafter be approved and accepted by the grantors herein during the term of this option or if the said property is sold during said time, grantors agree to pay the said Frank S. Pratt as commission on said sale five per cent commission on the purchase price exclusive of that part thereof to be paid to the O. W. R. and N. Co. but in no event shall the commission so to be paid exceed the sum of \$5000.00; and it is stipulated and agreed between the parties hereto that in the event of the refusal or failure of the said O. W. R. and N. Co. to execute a deed to the said lands upon tender to said company of the forty thousand dollars as aforesaid, the donors herein shall not be held liable for damage or commissions by reason of their failure to secure said deed but in that event the option shall be construed as an option covering the lease now existing on said land at the above purchase price less the said \$40,000.00 and in the event of a sale being made by Frank S. Pratt or his assigns during the terms of this option upon the payment of the purchase price or the tender thereof as herein specified, grantors agree to make execute and deliver to the purchaser or to such person as shall be designated a good and sufficient warrant deed containing the usual covenants of warranty for all the real property herein before described and a bill of sale for all the said personal property and covenant and agree to furnish an abstract of title down to date such conveyance conveying a good fee simple title free from all incumbrances.

In Witness whereof the said grantors have hereunto set their hands and seals this 2nd day of April 1912

In our presence

Geo. E. O'Brien

Mrs. Georgia Shepard

F. A. Young (Seal)

Eliza Young (Seal)

L. B. Young (Seal)

State of Washington
County of Skamania, ss.

This is to certify that on this 2nd day of April 1912 before me, the

undersigned a Notary Public in and for said County and State personally appeared the within named F.A.Young, Eliza.Young and L.B.Young to me known to be the individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Geo.W.O'Bryon, Notary Public in and for
(Notarial Seal) the State of Washington residing at Stevenson
Filed for record by F.S.Pratt on April 3rd 1912 at 11.30 A.M.

A.Eleischhauer

Co.Auditor

1.204

Blazier Timber Co. to Washington Norther Rd.Co.

This agreement made and entered into this 30th day of January 1911 by and between Blazier Timber Company a corporation organized and existing under the laws of the State of Oregon, duly authorized to do business in the State of Washington (hereinafter called the "Blazier Company") and J.E.Blazier, parties of the first part, and the Washington Northern Railroad Company a private corporation organized and existing under the laws of the State of Oregon duly authorized to do business in the State of Washington (hereinafter called the "Railroad Company"), party of the second part, Witnesseth as follows:

Whereas Blazier timber company and said J.E.Blazier are the owners of lands in Skamania County Washington and have contracted for and are about to purchase other lands in said Skamania County Washington on which there is now standing timber and

Whereas, neither the Blazier Timber Company nor said J.E.Blazier have adequate means at present timber for transportation of said timber and desire to make and secure to be made the extension of the lines of the Railroad of said Railroad Company to said lands for the purpose of transporting said timber to a point from which it can be marketed or sent to a Market, and

Whereas the railroad company now owns and operates a private railroad in the State of Washington on the north bank of the Columbia River in said Skamania County Washington into and through the lands adjoining the lands of the parties of the first part but said railroad does not extend sufficiently through said lands and is not equipped to handle the business of the Blazier Timber company and J.E.Blazier, and

Whereas the Railroad company has joined with the parties of the first part in the execution of securities to raise the money necessary to provide for the extension of the lines of the railroad company or the building of lines of railroad to connect with the lines of the Railroad Company or being absolutely assured of receiving from the Blazier Company and J.E.Blazier the business herein mentioned and the payments hereinafter agreed to be made: Now, Therefore, in consideration of the premises and the mutual covenants and agreements hereinafter mentioned and set forth and in further consideration of the sum of One dollar each in hand paid by the others, the receipt of which is hereby acknowledged, the parties hereto do agree as follows:

(1) The Railroad Company agrees that it will do everything within its power to extend its lines of railroad so as to reach the lands of the Blazier company and J.E.Blazier, or to ~~###~~