

Between N. S. Downmitt & Christian Galvik

This Contract made in duplicate this 12th day of March, 1919, by and between N. S. Downmitt of Stevenson, Okanumia County, Washington, party of the first part, and Christian Galvik, of same place, party of the second part, Witnesseth:

That the said party of the first part for and in consideration of the covenants and agreements herein contained agrees to sell unto the party of the second part that certain 8 $\frac{1}{2}$ x 10 Willamette donkey engine, now located and being in the woods adjacent to the mill known as the Downmitt-Galvik Lumber Company mill at Lessecan station in the County of Okanumia, State of Washington, also one (1) 10 x 12 Erie steam engine, for the sum or purchase price of One Thousand Fifty Dollars (\$1050.00) which second party agrees to pay to the first party at the following times and in the following manner to wit:

The sum of Fifty Dollars (\$50.00) cash at or before the execution and delivery of these presents, receipt whereof by the party of the first part is hereby acknowledged, and the remainder in monthly installments in accordance with a series of ten (10) promissory notes numbered from 1 to 10 inclusive, bearing even date herewith, signed by the second party in favor of the first party, due one each month on the 1st day thereof from the 1st day of May, 1919, to the 1st day of March, 1920, inclusive, until the whole of said purchase price together with interest due or to become due thereon shall have been fully paid and in addition thereto to pay all taxes or other public charges which may

hereafter become liens on said property promptly before delinquency.

And it is further understood and agreed in and between the parties hereto that time is the essence of this contract and in case the second party shall fail to make the payments above named and each and every one of them punctually within thirty days of the time limit therefore, or fail to keep any of the agreements herein contained, then this contract, at the option of the party of the first part, shall become null and void and all rights created or then existing in favor of the second party as against the first party hereto or to any payments theretofore made hereon shall utterly cease and determine and the right to the possession of the property above described and covered by this contract and all other rights acquired by the second party hereunder shall revert to and revert in the said first party without any act of the first party to be performed and without any right of the second party to return, reclamation or compensation for amounts paid or received on account of the proposed purchase or sale of said property as absolutely, fully and verily as if this contract and such payments had never been made. And in case of such default all payments theretofore made on this contract are to be retained by and belong to said first party as the agreed reasonable rental for said property up to the time of said default and the said first shall, in case of such default, have the right immediately or at any time thereafter to enter upon the premises where said property may be located and without any process of law to take immediate possession thereof.

In Witness Whereof said parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of
Geo. E. O'Bryon
Breton A.C.N.

N. S. Dornitt (seal)
First Party.

Christian Galvik (seal)
Second Party.

State of Washington } ss.
County of Skamania }

I, Geo. E. O'Bryon, a Notary Public in and for said State, do hereby certify that on this 18th day of March, 1919, personally appeared before me, N. S. Dornitt and Christian Galvik, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

(Notarial)
(S.E.A.)

Geo. E. O'Bryon
Notary Public in and for
the State of Washington, residing
at Stevenson.

Filed for Record March 18, 1919 at 10 A.M. by
N. S. Dornitt.

Edy P. Mielch
County Auditor