

Hamilton to Davidson

This agreement made this 23d day of July 1912 between Maggie E. Hamilton and E.C. Hamilton her husband parties of the first part and A.D. Davidson party of the second part Witnesseth: That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the parties of the first part agree to sell to the party of the second part and the party of the second part agrees to purchase from the parties of the first part the following described real property situated in the county of Skamania state of Washington to-wit:

Commencing at a point 245 feet south of the center of section 36 Tp. 3 North Range 7 $\frac{1}{2}$ East Willamette meridian, thence east 126 feet thence in a southerly direction S 4 Deg 30 Min W about 286 feet to SW corner of A. Stogsdill land, thence easterly along the south line of said A. Stogsdill land 186 feet more or less to a point established 396 feet more or less east of a line extending from north to south through the center of said section 36, thence south 903 feet more or less to north line of right of way of S.P. & S Ry., thence in a westerly direction along the north line of said right of way of said S.P. & S Ry. 396 feet more or less to aforesaid center line of said section 36, thence north along said center line 120.6 feet more or less to a point and established corner about 1320 feet south of the center of said section 36, thence west 167 feet more or less to east line of James Peterson place, the same being the eastern line of the Henry Shepard D.L.C. ##### thence north along east line of said James Peterson place 640.4 feet more or less to NE corner of Henry Dhepard D.L.C., thence east about 167 feet more or less to aforesaid center line of said section 36, thence north 430.8 feet more or less to place of beginning, containing 11.5 acres more or less, for the stipulated price of seven hundred forty-seven 50/100 dollars on which purchase price the sum of two hundred seventy seven and 50/100 have been paid, the receipt whereof is hereby acknowledged. And the said party of the second part in consideration of the preises hereby agrees to pay to the parties of the first part the remaining principal with interest at 7 % per annum at the times and in the manner following: \$70.00 on or before July 15th 1913, \$100.00 on or before July 15th 1914, \$100.00 on or before July 15th 1915, \$200.00 on or before July 15th 1916. And the said parties of the second part in consideration of the premises hereby agree that they will regularly and seasonably pay all taxes and assessments which may hereafter be levied on said premises. All improvements shall remain and shall not be removed before final payment is made as above agreed. In case the said parties of the second part or their assigns shall pay the said several sums as aforesaid punctually and at the several times above specified and shall strictly perform all and singular the agreements and stipulations aforesaid, then the parties of the first part will make unto the said party of the second part a deed conveying the premises in fee simple with covenants of warranty, excepting however from said covenants the before mentioned taxes and assessments and all liens and incumbrances created or imposed by the said parties of the second part or their assigns. But in case the said second party shall fail to make the payments or any of them punctually and as specified time of payment being declared to be essence of this agreement then the said parties of the first part shall have the right to declare this instrument null and void and in such case all the rights hereby created or then existing in favor of the said parties of the second part or derived under

this agreement shall utterly cease and terminate and the premises aforesaid shall revert to and re-vest in said parties of the first part without any declaration of forfeiture or act of re-entry or without any right of second party of reclamation or compensation for money paid or improvements made as fully as if this agreement had never been made. Signed in duplicate by said parties of the first part and second part the day and year first above written.

Witnesses: Edith Hamilton
Florence Weldon

Maggie E. Hamilton
E.C. Hamilton
A.D. Davidson

Filed for record by A.D. Davidson on Aug. 1st 1912 at 3.15 P.M.

A. Fleischhauer

Co. Auditor

1.05V

Lindis to Sherman

I promise to pay to the order of Sherman Brothers of Houton Ore the sum of twelve hundred dollars as follow: Four hundred dollars (\$400.00) on or before sixty days from date; four hundred dollars on or before four months from date and four hundred dollars on or before six months from date with interest on all deferred payments at the rate of eight per cent per annum until paid, said inters. to become due and payable as each of the said sums become due and payable. This note is given for the purchase of one 9x10 second hand Tacoma Road Engine with 54 inch boiler approximately 1700 feet of 1 1/2 inch main line, approximately 3400 feet 3/8 inch line, four trip line blocks one button chain hook one head block one yarding block several chokers and yarding lines. Receipt of which engine equipment and goods is hereby acknowledged. The Purchase price of said engine equipment and goods is eighteen hundred dollars on which I have this day paid six hundred dollars in cash. I agree that I will keep the said engine equipment and goods in good order and that the same shall not be removed from Skamania County Washington without the written consent of said Sherman Bros. And it is understood and agreed that the said engine equipments and goods so entrusted to me are the property of said Sherman Bros and the legal title thereto is in the said Sherman Bros and shall remain in them until they shall make bill of sale and transfer of the same to me after all payments aforesaid shall have been fully made, and that I have no right to dispose of or encumber the said engine equipment and goods until I have received said Bill of Sale. I also agree that if I fail to make any of said payments when due or fail to perform any of the conditions herein or if said engine equipment and goods or any part thereof be attached or levied upon or should I refuse to accept delivery of or return said engine equipment and goods, all of the said sum of \$1200.00 and interest shall in any of said cases at the option of said Sherman Bros immediately become due and payable, and said Sherman Bros may enforce payment of the entire sum then unpaid and interest thereon and may if they or their agent may so select, rescind this note and take possession of said engine equipment and goods without legal process and for that purpose may enter any premises where the same may be, all damages for entry being hereby expressly waived, and all money paid by me on account of this note shall, in the event of said engine equipment and goods being repossessed by said Sherman Bros, their agents or assigns, be considered as rent for the use of said engine equipment and goods for the time same were in my possession. I also agree and covenant to pay all taxes