

## Sweeney to Hathaway

This agreement made and entered into this fifth day of October 1912 between Mary E.

Sweeney and John F. Sweeney her husband parties of the first part therein and Frank Hathaway party of the second part therein, 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 premises situated in the County of Skamania State of Washington to-wit: Commencing at the southwest corner of Lot numbered 16 in Block 7 of River View Addition to the town of Stevenson according to the official plat thereof, thence N 55 deg 30' E 175 feet to a place of beginning; thence N 34 deg 30' W 105 feet thence N 55 deg 30' E to the west side of Kanaka Creek Road, thence southwesterly along Kanaka Creek Road to the intersection of the west side thereof with the north side of second street projected easterly, thence S 55 deg 30' W along the north side of said second street projected easterly to the place of beginning for the sum of one hundred fifty and no/100 dollars (\$150.00) on which the said party of the second part has paid in the sum of fifty and no/100 dollars, the receipt whereof is hereby acknowledged. And the said party of the second part in consideration of the premises hereby agrees to pay the said parties of the first part at Stevenson Washington the remaining principal with interest at the rate of 10 per cent per annum at the times and in the manner following. One hundred dollars (\$100.00) on or before one year from the date hereof according to the terms and conditions of one certain promissory note bearing even date herewith. And the said party of the second part in consideration of the premises hereby agrees that he will regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises. In case the party of the second part his legal representatives or assigns shall pay the several sums of money aforesaid and shall strictly and literally perform all and singular the agreements and stipulations aforesaid according to the true intent and tenor hereof, then the said parties of the first part will make unto the said party of the second part his heirs or assigns upon request at Stevenson Wash a deed conveying said premises in fee simple with the usual covenants of warranty excepting however from the operation and subject matter of said covenants the before mentioned taxes and assessments and all liens and incumbrances created or imposed by the said party of the second part his heirs or assigns. And it is further agreed that no assignment of this agreement or of the premises above described shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by John F. Sweeney for which purpose this agreement shall be sent to him and no agreement or condition or relations between the party of the second part and his assigns or any other person acquiring title or interest from or through him shall preclude the parties of the first part from the right to convey the premises to the said party of the second part or his assigns on the payment of the unpaid portion of the purchase price which may be due to the parties of the first part.

In Witness Whereof the said parties of the first part and second parts have signed and delivered this agreement in duplicate the day and year first above written.

Witnesses:

Raymond C. Sly

Mary E. Sweeney

John F. Sweeney

State of Washington

County of Skamania, ss I, Raymond C. Sly a Notary Public in and for said County and state do hereby certify that on this fifth day of October 1912 personally appeared before me Mary E. Sweeney and John F. Sweeney her husband to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed 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 affixed my official seal the day and year in this certificate first written.

Raymond C. Sly, Notary Public for Washington

(Notarial Seal)

residing at Stevenson, Wash.

Filed for record by F. Hathaway on Oct. 7th 1912 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Angelo to Angelo.

WHEREAS, Sam Angelo is now the owner and holder of a contract of purchase of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 3, Twp. 1 North of Range 5 E., of W.M. in Skamania County, Washington, from Bartholomew Bennett, which said contract of sale and bond is recorded in Book N of Deeds of Skamania County, State of Washington, at page 51 and

WHEREAS, The said Sam Angelo has agreed and does hereby agree to divide the aforesaid property with Charley Angelo upon the terms and conditions hereinafter expressed,

NOW THEREFORE THIS AGREEMENT WITNESSETH; That I, Sam Angelo for and in consideration of the sum of One Dollar to me in hand paid, and for the further considerations herein expressed, do hereby grant, bargain, sell and convey and transfer to Charley Angelo all my right, title and interest in and to the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 3 Twp. 1 N.R. 5 E. of W.M., in Skamania County, Washington, subject to the terms and conditions of the aforesaid contract of sale and bond, to-wit: that the said Charley Angelo shall and hereby does agree to pay to Bartholomew Bennett the sum of Five Hundred Fifty & 00/100 Dollars on or November 4, 1915, with interest at the rate of 7% per annum, interest payable annually; and shall pay to Sam Angelo on or before November 4, 1915, the sum of Four Hundred Fifty & 00/100 Dollars with interest at the rate of 7% per