

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

annum, interest payable semi-annually. And shall also pay one half of the tax upon all of the eighty acres herein first described that shall become due before November 4th 1915 unless deed shall be issued before said date in which event the said Charley Angelo shall pay no further tax except upon the property deeded to him.

It is further hereby mutually agreed by and between the parties hereto that the said Charley Angelo shall have the right and be entitled to the use of one half of the house and barn now located upon the East $\frac{1}{2}$ 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, without rent or other payment for a period of three years from the date hereof.

It is also further understood and agreed by and between the parties hereto that the said Charley Angelo shall have the right to lay a one inch pipe from that certain spring located on the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 3 and to take therefrom water, all all times, equal to the full flow of such one inch pipe, which right shall be appurtenant to the land and shall be mentioned in the deed which the said Charley Angelo may receive from Bartholomew Bennett, and shall have the right to conduct said water in a pipe over the land retained by said Sam Angelo and being the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 3.

It is also further mutually agreed by and between the parties hereto that the said Charley Angelo shall have the right and is hereby given the right to take from the land retained by Sam Angelo as herein above mentioned such timber as shall be necessary to build a barn, and such timber shall be taken from such part of the land the said Charley Angelo may desire to take it, provided, however no waste shall be made.

It is further hereby understood and agreed between the parties hereto that in order to equalize the difference in the value of the 40 acres which shall be deeded to Charley Angelo and that which shall be deeded to Sam Angelo, that the said Sam Angelo shall within two years from the date hereof pay to the said Charley Angelo the sum of fifty dollars, without interest.

It is understood and agreed that upon the performance of the conditions herein described to be performed by Charley Angelo, he shall be entitled to and shall receive a deed to the said West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 3 from the said Bartholomew Bennett.

It is understood that where the parties herein are mentioned it shall include and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 3rd day of September A.D. 1912.

Signed, sealed and delivered
in our presence as witnesses.

Ed. Froesche
Jno. J. Jarvis

Filed for record by Chas Angelo on Oct. 29, 1912 at 1:15 P.M.

Sam Angelo (Seal)

Chas. Angelo (Seal)

A. Fleischhauer,

Co. Auditor.

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