

GILLIS TO TURK.

THE FOLLOWING AGREEMENT OF SALE is hereby entered into this 21st day of December, 1914, by and between E. J. Gillis and M. A. Gillis, husband and wife, of the County of Stanislaus, State of California, the parties of the first part, and R. E. Turk and Grace Turk, husband and wife, of Skamania County, State of Washington, the parties of the second part; WITNESSETH: That the parties of the first part agree to sell and the parties of the second part agree to buy for the sum of \$6400.00, upon the conditions and for the considerations hereinafter named, the east half of the southeast quarter of the northeast quarter of the southeast quarter of section 18, township 1 north, range 5 east, Willamette Meridian, containing 5 acres; also 37 $\frac{3}{4}$ acres in the north west quarter of the southwest quarter of section 17, township 1 north, range 5 east Willamette Meridian, all in the County of Skamania, State of Washington; that said payment of \$6400.00 is to be made as follows: the sum of \$100.00 to be upon the execution and delivery of this instrument, receipt of which is hereby acknowledged, and the balance of \$6300.00 to be paid on or before January 1st, 1920, at five per cent per annum interest, said interest to be paid semi-annually, and if not so paid to be added to the principal and be compounded annually. It is agreed and understood that if the parties of the second part fail or refuse to pay said interest when due or fails to pay the principal when due, then the parties of the first part have the right to declare this contract terminated and shall have the right to take possession of said property and eject the parties of the second part therefrom.

It is agreed and understood that the parties of the second part shall not lease or convey any interest in said land or any part thereof to any other person, or to assign this contract without the written consent of the parties of the first part.

It is agreed and understood that the parties of the second part shall pay all taxes and assessments of every kind and character that shall be levied on or against said land after the date of this contract and shall not permit said taxes to become delinquent or said property to be sold for taxes.

It is agreed and understood that the parties of the second part shall have possession of said land on the 1st day of January, 1915, and that the said parties of the second part shall keep the improvements on said land in good repair and shall not suffer any waste to be committed thereon; that the parties of the second part shall not cut the timber or wood on said land without the written permission of the parties of the first part. It is agreed and understood that time is the essence of this contract.

It is agreed and understood that if the parties of the second part fail or refuse to carry out any of the conditions or terms of this contract that the parties of the first part shall have the right to terminate said contract and declare the same null and void and take possession of the land and that all moneys that have been paid prior thereto by the parties of the second part to the parties of the first part shall be retained by the parties of the first part, as the rental for said land.

It is agreed and understood that when the parties of the second part perform all the obligations and conditions of this contract and when said parties of the second part shall have paid the full amount of said purchase price and the interest thereon, and complied with all the conditions of this contract, the parties of the first part will then convey said land to the parties of the second part by a good and sufficient

and free of all encumbrances, except such encumbrances as may have been put on said land by the parties of the second part.

IT IS AGREED AND UNDERSTOOD that this contract binds the heirs, executors and assigns of both parties.

WITNESS our hands and seals the day and year first above written.

E.S. Gillis

Mattie H. Gillis

R.E. Turk

Grace Turk.

State of California,)
County of Stanislaus, } ss

On this 21st day of December in the year one thousand nine hundred and fourteen before me L.J. Maddux a Notary Public in and for the County of Stanislaus, personally appeared E.S. Gillis and M A. Gillis (husband and wife) known to me to be the persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official Seal, at my office in the -----County of Stanislaus the day and year in this certificate first above written.

(Notarial Seal)

L.J. Maddux
Notary Public in and for the-----County
of Stanislaus, State of California.

State of Washington,)
County of Clarke, } ss

THIS CERTIFIES, that on this 9th day of January A.D. 1915 before me the undersigned a Notary Public in and for said County and State, personally appeared the within named R.E. Turk and Grace Turk his wife who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal.)

S.
Thos. Keep.
Notary Public for State of
Commission expires August 30, 1918. Washington residing at Washougal
therein.

Filed for record by E.S. Gillis on Mar. 4, 1915, at 11:20 A.M.

P. H. H. Keller
County Auditor.

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