

W.E. Nagel to C.W. Doane.

REAL ESTATE CONTRACT

It is hereby mutually agreed by and between W.E. Nagel an unmarried man of Washougal, Clarke County, Washington the party of the first part, and C.W. Doane of Cape Horn, in Skamania County, Washington the party of the second part, that the said party of the first part will sell to said party of the second part his heirs or assigns, and said party of the second part will purchase of said party of the first part, his heirs, executors or administrators, the following described lot, tract, or parcel of land situated in Skamania County, State of Washington, to-wit: The Northeast quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Nine (9) in Township One (1) North of Range Five (5) East of the Willamette Meridian Containing forty (40) acres. Also the following tract to-wit: Beginning at the Southwest corner of the Northeast quarter (NE $\frac{1}{4}$ ) of said section nine (9) and running thence North twenty-five (25) rods, thence East thirty (30) rods, thence North fifty-five (55) rods, thence East fifty (50) rods, thence South eighty (80) rods, thence West eighty (80) rods to the place of beginning, containing thirty (30) acres, with the appurtenances thereunto belonging, on the following terms:

1st. The purchase price for said land is Thirteen hundred & fifty Dollars of which the sum of Seventy-five (75) Dollars has this day been paid as earnest, the receipt whereof is hereby acknowledged by said party of the first part; Balance of said purchase price to be paid as follows to-wit:

The sum of Twelve hundred & seventy-five (1275) Dollars to be paid on the 16th day of October A.D. 1909, with interest on deferred payment from date until paid at rate of 6 per cent per annum.

2d. The party of the second part shall also pay all taxes and assessments which may be levied or may accrue against said lands, or any part thereof, from this day until the day above fixed for last payment.

3d. Said land to be conveyed by a good and sufficient deed to said party of the second part when said purchase price shall have been fully paid.

4th Time is the essence of the contract, and in case of failure of the said party of the second part to make either of the payments or perform any of the covenants on his part, this contract shall be forfeited and determined at the election of the said party of the first part; and the said party of the second part shall forfeit all payments made by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by him sustained; and he shall have the right to re-enter and take possession of said land and premises and every part thereof.

Witness our hands and seals in duplicate, this 8th day of December A.D. 1908.

Signed, Sealed and Delivered in presence of)

Wm. E. Nagel (Seal)

George J. Moody )

C. W. Doane (Seal)

State of Washington)

County of Clarke. ) ss

This is to Certify, That on this 8th day of December A.D. 1908 before me Thos. S. Keep a Notary Public in and for the State of Washington duly

commissioned and sworn, personally came W.E.Nagel to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal, the day and year in this certificate first above written.

(NOTARIAL)  
(SEAL)

Thos S. Keep

Notary Public in and for the State of Washington,  
Residing at Washougal.

Filed for record by C.W.Doane on December 9, 1908 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

John Leist to J.H.Leist.

Cancellation of Life Lease.

Know all men by these presents that we, John Leist and Frederika Leist, husband and wife, of Skamania County, Washington, for and in consideration of One Dollar and for the further consideration of a deed for the Lots one and two and the W $\frac{1}{2}$  of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec.31 Tp.3 N.R.9 E.W.M., do hereby declare null and void and cancel that certain life lease wherein J.H.Leist is the grantor and John Leist and wife are the grantees, which said life lease is on record in Book 1 of leases, page 289, records of Skamania County Washington, said lease bearing date the 21st day of July A.D.1905.

Witness our hands and seals this 23rd day of Nov.1908.

Done in presence of

John Leist

A. Fleischhauer

Frederika Leist

Wm R. Franzl

State of Washington )  
County of Skamania. ) ss.

I, the undersigned authority, do hereby certify that on this 23rd day of Nov.1908, personally appeared before me John Leist and Frederika Leist, husband and wife, 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.

Given under my hand and official seal this 23rd day of Nov.1908.

(SEAL OF THE )  
(SUPERIOR COURT)

A. Fleischhauer,  
Clerk of Superior Court,  
Skamania County, Wash.

Filed for record by John Leist on December 10, 1908 at 1:15 P.M.

A. Fleischhauer,

County Auditor.