

10cents I.R. stamps cancelled 6/21/15. L.M.O.B.

Filed for record by Olive Kuffler Dec. 29, 1915. at 11:30 A.M.

*Chas. H. Kuffler*  
County Auditor.

# JACOBSEN TO HARAN

THIS AGREEMENT, Made in duplicate this 22nd day of December, 1915, between John C. Jacobsen, and Agnes M. Jacobsen, his wife, of Portland, Oregon, hereinafter called the first parties, and James A. Haran of Portland, Oregon, hereinafter called the second party. WITNESSETH: That said first parties hereby agree to sell and said second party agrees to purchase upon the terms and conditions hereinafter mentioned and for the purchase price of two thousand (\$2000.00) Dollars payable as hereinafter provided, the following described real property situate in the County of Skamania in the State of Washington, to-wit:

The South west quarter of the north west quarter and the north west quarter of the south west quarter of Section eight in Township three North of Range ten east of the Willamette Meridian, containing eighty acres of land more or less. Said purchase price shall be paid as follows: Two hundred (\$200.00) dollars in cash upon the execution and delivery of this contract, receipt of which sum is hereby acknowledged, and three hundred (\$300.00) dollars of the remainder thereof upon or before March 1, 1916, and the remainder of fifteen hundred (\$1500.00) Dollars upon or before four years from the date hereof. All deferred payments shall bear interest from the date hereof at the rate of seven per cent per annum payable half-yearly from date until paid. (Revenue Stamps 36¢ attached to notes & cancelled)

Said second party for himself, his heirs and legal representatives, hereby agrees to pay said sums of money in accordance with the terms of this agreement and in accordance with the terms of promissory notes evidencing the indebtedness for the deferred portion of said purchase price, and to pay all taxes and assessments which may hereafter fall due upon or against said real property or any part thereof or upon any improvements hereon including the taxes for the year 1915, and to keep said premises free and clear of all liens; and he hereby expressly covenants that he will not do any act by which any lien upon said real property or upon any improvements which he may place thereon shall be incurred.

It is hereby expressly stipulated and agreed that upon default in the payment of any of said deferred payments either principal or interest, the whole of said unpaid purchase price with all interest thereon shall forthwith become due and payable at the option of said first parties and payment thereof may be immediately enforced. It is hereby expressly agreed that at any time upon payment of not less than seven hundred (\$700.00) Dollars together with interest as at said upon such \$700.00 to date of such payment said second party shall be entitled to receive from said first parties or their heirs or assigns, a deed of character below indicated for twenty acres comprising either the east half of the north half or the west half of the north or the east half of the south half or the west half of the south half of the land which this agreement concerns. Said second party shall pay to said first parties, in addition to said purchase price, the sum of two and 50/100 (\$2.50 dollars as the reasonable cost of the execution of such deed for a part of said premises.

Said first parties agree that provided said second party shall in all respects fulfil the conditions and agreements upon his part herein contained and upon full payment of said purchase price and interest at the time and in the manner herein provided (time and the exact performance of all such agreements, conditions and payments being of the essence of this contract) said first parties, their heirs or assigns, shall and will convey said real property to said second party, his heirs or assigns, by a good and sufficient deed, which deed shall contain covenants of general warranty of the title of said first parties at the present time, subject however, to a right of way thereon for ditches or canals constructed by authority of the United States, free from all incumbrances now existing, and shall contain covenants of special warranty against the acts of said first parties and all claims under them since this date, except as to taxes and assessments herein agreed to be paid by said second party.

If said second party shall fail at any time before as much as twelve hundred (\$1200.00) dollars has been paid on account of the principal of said purchase price, to pay promptly as herein provided, any of said deferred payments of either principal or interest which may hereafter fall due and before they become delinquent or shall otherwise fail to keep and perform any of his covenants or agreements herein, then, at the option of said first parties, this agreement shall be wholly terminated, and all rights of the second party herein shall cease with the same effect as if this agreement had never been made, and in that event all money theretofore paid by said party hereunder shall be the absolute property of said first parties without any right of reclamation or claim of any kind thereto upon the part of said second party his heirs or assigns or legal representatives, but in such event said second party shall be entitled, upon demand therefor and the production and furnishing to said first parties of satisfactory evidence that said premises are free of all liens made or suffered by said second party to that date and that no part of the same has been conveyed or contracted or otherwise disposed of or incumbered by said second party and upon surrendering with written relinquishment duly endorsed thereon and acknowledged so as to entitle the same to record, his duplicate of this contract, to the surrender of the promissory note or notes then outstanding given for any part of said purchase price. Said second party shall be entitled to take immediate possession of said real property. Waiver of any default hereunder shall not be a waiver of any subsequent default.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the day and year first above written.

Witnesses:

W.M. Gregory } as to John C. & Agnes Jacobsen.  
Sol Bloom }  
W.M. Gregory }  
J.F. Canfield } as to James A. Haran.

John C. Jacobsen. (Seal)  
Agnes M. Jacobsen. (Seal)  
James A. Haran. (Seal)

STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } ss.

BE IT REMEMBERED, That on this, the 22nd day of December, 1915, before me, the undersigned, a Notary Public within and for the said County and State

personally appeared the within named John C. Jacobsen and Agnes M. Jacobsen, his wife, personally known to me to be the individuals described in, and who executed the within instrument, and to me acknowledged that they executed the same for the purposes therein mentioned, freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate written.

(Notarial Seal)

W.M. Gregory,  
Notary Public for Oregon.

My commission expires Jan'y. 22nd, 1917.

STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } SS.

BE IT REMEMBERED, That on this, the 22nd day of December, 1915, before me, the undersigned, a Notary Public within and for the said County and State, personally appeared the within named James A. Haran personally known to me to be the individual described in, and who executed the within instrument, and to me acknowledged that he executed the same for the purposes therein mentioned, freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate written.

(Notarial Seal)

W.M. Gregory,  
Notary Public for Oregon.

My commission expires Jan'y 22nd, 1917.

Filed for record by J.F. Cahalin on Jan. 3, 1916, at 10 A.M.

*Charles H. Keller*  
County Auditor.

#### STEVENSON WHARF CO. TO SKAMANIA COUNTY.

THIS INDENTURE, Made this First day of October, in the year of our Lord one thousand nine hundred and fifteen, WITNESSETH, That The Stevenson Wharf Company by its Secretary and Manager, And A.C. Sly for himself and Margaret M. Sly, his wife of Stevenson, County of Skamania State of Washington, lessors, do hereby lease, demise and let unto SKAMANIA COUNTY of \_\_\_\_\_ lessee A strip of land adjacent to the Stevenson wharf and the full length of .50 feet wide on the west or down-stream side of the Stevenson wharf on the foot of Russell Avenue, Stevenson, Wash., the same being a part of the Henry Shepard Donation Land Claim in Section 1 of Town 2 North of 7 East W.M. and the shore land between said strip and the Columbia river. Said strip of land to be used for a ferry landing otherwise this lease to be null and void.

TO HAVE AND TO HOLD, for the term of Five years to-wit: from the 1st day of October, A.D. 1915, to the 1st day of October, A.D. 1920, yielding and paying therefor the rent of Five dollars per month lawful money of the United States of America; and the said lessee promises to pay the said rent in such money, and as follows, to-wit: