

being to the amount of 19.36 acres and no more, instead of 22.76 acres as mentioned in said deed.

Witness my hand and seal this 27th day of Aug. 1908

Witness: A. Fleischhauer

Mrs. Henrietta Thomas (Seal)

E. Swisher

Survey: Commencing at a point 1320' E and 914' S of the $\frac{1}{4}$ Cor. on W line of Sec. 6 T 4 N. R. 6 E. W. M. Var. 20 $\frac{1}{2}$ ° E, thence along County Road N 54° 35' E 120.3'; N 71° 09' E 161.7'; N 32° 48' E 865.6'; E 155.6'; N 62° 05' E 227.8', thence S 24° 45' E 228.3'; S 13° 40' E 435.0' to meander line, thence in a westerly direction along meander line to a point 1412' S and 1320' E of the $\frac{1}{4}$ corner on west line of Sec. 5 T 4 N. R. 6 E. W. M.; thence N 498' to place of beginning, containing 19.36 acres, more or less. Less a tract of land containing 1.36 acres and also a road 15' wide and a strip for wood containing $\frac{1}{2}$ acre, leaving 17.50 acres more or less

Clarke A. LaBarre, Co. Eng'r

Filed for record by J. J. Cripe on Jan 5th 1909 at 10.30 A.M.

A. Fleischhauer

Co. Auditor

Attwell to Skamania Horticulture Society.

THIS AGREEMENT made and entered into this 1st. day of January 1909 between J. F. Attwell and Bertha Attwell, his wife, of the town of Stevenson, Washington, parties of the first part, and P. S. C. Wills and J. P. Gillette, as trustees for the Skamania Horticulture Society, an unincorporated association of the county of Skamania, Washington, parties of the second part,

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 unto the said parties of the second part, and the parties of the second part agree to purchase from the parties of the first part the following described real property in the county of Skamania, State of Washington, to-wit:

Beginning at the quarter section corner on the north line of section one (1) Township two north (2) range seven (7) east of Willamette Meridian, and running thence south twelve hundred fifty (1250) feet center of Rock Creek; thence North thirty degrees twenty-two minutes west (N 30 deg. 22 min. W) fourteen-hundred-forty-nine (1449) feet to center of Creek; thence east seven-hundred thirty-two and one half (732 $\frac{1}{2}$) feet to the place of beginning, containing ten and one half (10 $\frac{1}{2}$) acres more or less, for the sum of one thousand (\$1000.00) to be paid as follows.

The said parties of the second part shall pay all assessments levied, or to

be levied, by the town of Stevenson for Street Improvements made prior to the 1st. day of January 1909 upon the said premises, and the amount of the said payments shall be credited by the said parties of the first to the said parties of the second part as part payment on the said purchase price and shall deduct the same therefrom, the balance of the said thousand dollars purchase price to be paid on or before five years from the date of this instrument, with interest thereon at the rate of six per cent annum, payable annually.

And the said parties of the second part, in consideration of the premises, hereby agree to pay all taxes and assessments which may hereafter be lawfully imposed upon the said premises, it being understood that no taxes or assessments so paid, excepting the street assessment above specified, shall be deducted from the purchase price, and that the said parties of the first part shall in no event become liable for the payment of the same.

All improvements place upon the said premises shall remain thereon and shall not be removed before final payment is made for the said premises as above agreed, unless such removal shall be authorized by the said parties of the first part.

In case the said parties of the second part shall punctually pay the sums of money as above specified and shall well and truly perform all the covenants and agreements herein contained according to the true intent and tenor thereof, then the said parties of the first part will make and execute unto the said parties of the second part, or unto the Skamania Horticulture Society, if the said society shall have been incorporated, upon request a warranty deed conveying the above described property in fee simple. But in case the said parties shall fail to pay the said purchase price in the manner aforesaid or shall fail to pay the said taxes when due or in a reasonable time thereafter or shall fail to comply strictly to the terms of this agreement the said parties of the first part shall have the right to declare this contract forfeited and all rights hereunder shall cease and be determined, and the premises herein described shall revert to and re-vest in the said parties of the first part, without any declaration of forfeiture or act of re-entry or without any other act upon the part of the said parties of the first part to be performed; and without any right on the part of the said parties of the second part of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this contract had never been made.

And it is further agreed and understood that the said P.S.C. Wills and J.P. Gillette are acting as trustees of the said Skamania Horticulture Society and that all rights, title, or interests accruing by reason of this agreement shall be held in trust for the said society, and that in no case shall this contract be construed to give them or either of them any personal right, title or interest to the above described premises, or shall impose upon them any personal liability other than that as trustees of the said society.

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 attached hereto or endorsed

hereon and countersigned by J.F. Attwell, and no agreements or conditions or relations between the parties of the second part and the assignees or any other person acquiring title or interest through them shall preclude the parties of the first part to convey the said premises to the said parties of the second part or their assigns, or preclude the payment of the unpaid balance of the purchase money which may be due to the said parties of the first part.

IN WITNESS WHEREOF THE said parties of the first part and the said parties of the second part have signed and delivered this agreement in duplicate, the day and year first above written.

Witness

Geo.E. O'Bryon

Percy Attwell

John Allinger

J.F. Attwell

Bertha Attwell

P.S. C. Wills

J.P. Gillette

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS

I, Geo.E. O'Bryon a Notary Public in and for the said state do hereby certify that on this 12th day of January 1909, personally appeared J.F. Attwell and Bertha Attwell, his wife, of the town of Stevenson, Washington, described as parties of the first part and P.S. C. Wills and J.P. Gillette, Trustees for the Skamania Horticulture Society, described as parties of the second part, of the Town of Stevenson, Washington, to me known to be the same individuals who are described in and who executed the within instrument, and acknowledged that they signed and delivered 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 above written.

Geo. E. O'Bryon

(NOTARIAL)
(SEAL)

Notary Public in and for the said state
residing at Stevenson, Washington in said
county.

Filed for record by P.S.C. Wills on January 13, 1909 at 8:15 A.M.

A. Fleischhauer,

County Auditor.

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