

or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed, GIVEN under my hand, at the City of Washington, the SEVENTEENTH day of MARCH in the year of our Lord one thousand nine hundred and SEVENTEEN and of the Independence of the United States the one hundred and FORTY FIRST.

By President: Woodrow Wilson.

By W. P. Leroy, Secretary.

L. E. C. Lamar, Recorder of the General Land Office.

RECORDED: Patent Number 572727

FILED for record by Geol F. Christensen July 3, A.D. 1917. at 3 o'clock 45 minutes P.M.

*Chas. H. Wells*  
-----County Auditor.

NICHOLS.....NESS.

THIS AGREEMENT, Made the 3d day of March 1917 between F.D. Nichols and Georgis M. Nichols husband and wife parties of the first part and B.J. Neas and Augusta C. Neas husband and wife parties of the second part of the County of Skamania and State of Washington.

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 and the parties of the second part agree to purchase the following described real estate, situate in the County of Skamania and State of Washington, to-wit:

Beginning at the South West corner of the N.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Sec. 21 Twp 3 N.R. 8 E.W.M. running thence North Six hundred and ninty (690) feet thence East Six hundred and ninty (690) feet thence South Six hundred and ninty (690) feet, thence West six hundred and Ninty (690) feet to the place of beginning containing twelve acres more or less. Also the personal property now on the place consisting of one cow and one yearling heifer, one horse, fifty chickens, three turkeys (one tom and two hens) hay in the barn and wood on hand, and all farm tools and implements now on the place and furniture in the house, except personal effects such as blankets, bedding and linen. For the sum of Nine Thousand and Seventy one Dollars twenty cents, dollars on account of which the sum of Six hundred dollars is paid on the execution hereof (the receipt of which is hereby acknowledged) and the remainder to be paid at the dates and in the amounts as follows. One Hundred Dollars on the 15th day of March 1917, Seventy one dollars and twenty cents on fifteenth day of July, 1917.

One Hundred Dollars on the 15th day of April 1917.

One Hundred Dollars on the 15th day of May 1917.

One hundred Dollars on the 15th day of June 1917.

The balance of Eight Thousand Dollars to be paid in annual payments of one thousand dollars each commencing on the first day of March 1918 with interest at the rate of Six per cent per annum from the first day of March 1917 as follows.

One Thousand Dollars on March 1st 1918 with 6% interest on \$6,000.00

One Thousand Dollars on March 1st <sup>1919</sup> with 6% interest on \$7,000.00

One Thousand Dollars on March 1st, 1920 with 6% interest on 6,000.00

One thousand Dollars on March 1st, 1921 with 6% interest on \$5,000.00  
 One Thousand Dollars on March 1st, 1922 with 6% interest on 4,000.00  
 One Thousand Dollars on March 1st, 1923 with 6 % interest on 3,000.00  
 One Thousand Dollars on March 1st, 1924 with 6 % interest on 2,000.00  
 One Thousand Dollars on March 1st, 1925 with 6% interest on 1,000.00

Provided that parties of the second part shall have the right to make payments of a larger amount than above stated on any date and receive proper credit for same and it is further provided that parties of the second part may at any time before the above mentioned dates pay all of the unpaid balance with accrued interest and receive a deed to the above described premises and property as hereinafter provided when full payment shall have been made.

And it shall be further provided that party of the second part shall have the right if they so desire, after payments to the amount of Four thousand Dollars shall have been made, paid to surrender this agreement and receive a deed to the <sup>above described premises and a bill of</sup> property sale for the personal property described herein and give notes secured by mortgage on the above described real estate, with interest at the rate of six per cent per annum on the unpaid balance; and such notes to become due on same dates and in like amounts as above mentioned annual payments.

It is understood and it is a part of this contract that none of the personal property described above shall be sold by parties of the second part without the consent of the parties of the first part and any property so sold with the consent of the parties of the first part shall apply on the purchase price.

And the parties of the second part hereby agree that they will regularly pay all taxes which may be hereinafter lawfully imposed on said premises and they will carry fire insurance Company satisfactory to the parties of the first part, viz. \$800. on house \$500. on furniture \$1000. on barn and implements.

Second parties further agree that they will prune the Orchard now on the place each year and will spray the orchard at least four times each year and will further keep the same in thorough cultivation.

It is further agreed that Parties of the first part shall have the right to enter the premises at any and all times to ascertain if the above conditions of this contract are being complied with.

Second parties also agree to keep all buildings and fences on the place in good condition and repair.

It is hereby expressly agreed between the parties that in the event that there should be a dispute between the parties of the first part and second part as to whether or not the conditions of this contract relating to pruning, spraying and cultivating the Orchard and keeping buildings and fences in repair were being fulfilled they would submit the matter in dispute to a board of arbitration of which one member shall be appointed to select a third member by second parties the two members so appointed to select a third member and the decision of such board of arbitration shall be binding on both parties.

All improvements placed on the premises shall remain, and shall not be removed before final payment be made for said described premises.



In case the said parties of the second part or their legal representatives or assigns shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according <sup>to</sup> the true intent and tenor thereof, then the said parties of the first part will make unto the parties of the second part their heirs and assigns upon their request and upon surrender of this agreement, a good and sufficient deed of conveyance said premises in fee simple and clear of incumbrances, excepting, however the above mentioned taxes and all liens and incumbrances, created by the said parties of the second part or their assigns.

But in case the said parties of the second part shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms and at all times above stated the time of payment being declared to be of the essence of this agreement, then the parties of the first part shall have the right to declare this agreement null and void; and in such case all the right <sup>and interest hereby created</sup> ~~to declare this agreement~~ or the existing in favor of the said parties of the second part or derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the parties of the first part without any declaration of forfeiture or act of re-entry or without any other act by said parties of the first part to be performed and without any right of the said parties of the second part of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

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

Signed, Sealed, and Delivered:

in the presence of

Joe Gregorious

H. E. James.

F. D. Nichols.....SEAL

Georgia M. Nichols, (SEAL)

OWNERS.

B. J. Ness. Seal.

Augusta C. Ness. (seal)

Purchasers.

STATE OF WASHINGTON

COUNTY OF SKAMANIA.

I, Joe Gregorious a Notary Public in and for the said State, do hereby certify that on this 3d day of March 1917 personally appeared before me F. D. Nichols and Georgia M. Nichols husband and wife and B. J. Ness and Augusta C. Ness husband and wife to me known to be the individuals described in and who executed the same and acknowledged to me that they signed and sealed the same as their free and voluntary act and 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.

NOTARIAL SEAL.

Joe Gregorious, Notary Public in and for the State of Washington residing at Carson.

*Chas. H. New*

Filed for record Sept. 12, 1917 by F. D. Nichols.

Co. Auditor.