

installed by the party of the first part.

6. That all matters arising between the subscribing parties hereto or their successors operating or using under and by virtue of this contract shall first be submitted to arbitration before bringing suit in any court or settlement.

Witnesses:

M. Armstrong.

Frank Melvin 233 Worcester Bldg.

P.S.C. Wills

Cooks Investment Co
By A.Orrin Perry

W.E. Irwin

Filed for record by P.S.C.Wills on August 4th 1909 at 1:15 P.M.

A. Fleischhauer,

Co. Auditor.

Brewer to Blazier.

This Agreement, Made and entered into this thirtieth day of January, A.D.1909, between Frank A. Brewer, of Duluth, Minnesota, the party of the first part, and J.E? Blazier, of Portland, Oregon, the party of the second part, Witnesseth:

That the party of the first part, in consideration of the covenants and agreements on the part of the party of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said party of the second part agrees to purchase all of the South East quarter of Section Thirteen (13), in Township Two (2) North, of Range Five (5) East, and Lots Numbered Two (2), Three (3) and Four (4) and East half of South West quarter of Section Seven (7), in Township Two (2) North, of Range Six (6) East, of Willamette meridian, situated in the County of Skamania, and State of Washington, for the sum of Six Thousand Dollars (\$6000.00), gold coin of the United States of America; and the said party of the second part, in consideration of the premises, agrees to pay the said party of the first part said sum of Six Thousand Dollars (\$6000.00) in United States gold coin as follows, to-wit:

Five Hundred Dollars (\$500.00) upon the execution of this agreement: the sum of One Thousand Dollars (\$1000.00) on or before July 1, 1909; the sum of Twenty-five Hundred Dollars (\$2500.00) on or before October 1, 1909, and the sum of Two Thousand Dollars (\$2000.00) on June 15, 1910, with interest on said last payment at the rate of six per cent. Per annum until paid.

And the said party of the second part, in consideration of the premises, hereby agrees that he will pay all taxes and assessments for the year 1909 and which may be hereafter lawfully imposed on said premises.

It is understood and agreed by and between the parties hereto that upon the execution of this agreement and the payment of said sum \$500.00, said party of the second part may use a strip of land 50 feet in width over and across said property

for a right of way for road purposes and logging purposes; that upon the payment of said sum of \$1000.00, as hereinbefore provided, said second party shall have the right to commence cutting and removing logs and timber from and off the South East quarter of said Section 13; that upon payment of said sum of \$ 2,500.00 said second party shall be entitled to a conveyance of all the right, title and interest of the said first party in and to said South East quarter of said Section 13; that said sum of \$2,000.00 and interest thereon must be paid in full before any timber is cut or removed from the land situated in said Section 7; and in case said party of the second part, his 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 to the true intent and tenor thereof, then the said party of the first part will make unto the party of the second part, his heirs and assigns and upon surrender of this agreement, a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments, and all liens and incumbrances created by said party of the second part, or his assigns.

But in case the said party of the second part shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the times above specified, the time of payment being declared to be of the essence of this agreement, then the party of the first part shall have the right to declare this agreement null and void; and in such case all the right and interest hereby created or then existing in favor of the said party 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 party of the first part without any declaration of forfeiture or act of re-entry, or without any other act by said party of the first part to be performed and without any right or said party 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 us as witnesses:

W.R. Ryan.

Frank A. Brewer

J.E. Blazier

Filed for record by Williams & Kanzler on Aug. 7th 1909 at 2:30 P.M.

A. Fleischhauer,

Co. Auditor.

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