

## Sibley to Elazier.

This Agreement, Made and entered into this 25th day of January, A.D.1909, Between Hiram W. Sibley, of Rochester, New York, the party of the first part, and J.E. Elazier, 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 said party of the second part, and the second party agrees to purchase, the South East quarter of the South East quarter of Section Seven (7), the East half of Section Eighteen (18), and the North half of the North half of Section Nineteen (19), all in Township Two (2) North, of Range Six (6) East, of Willamette Meridian, containing 520 acres, more or less, situated in the county of Skamania, State of Washington, for the sum of Ten Thousand Dollars (\$10,000.00) in gold coin of the United States, and said party of the second part, in consideration of the premises, agrees to pay to said first party the sum of Ten Thousand Dollars (\$10,000.00) in United States gold coin, as follows, to-wit:

Five Thousand Dollars (\$5,000.00) on or before January 1, 1910, with interest thereon at the rate of six per cent. per annum, from January 1, 1909, principal and interest payable in New York funds; and the balance and remainder of Five Thousand Dollars (\$5,000.00) on or before September 1, 1910, with interest thereon at the rate of six per cent. per annum, from January 1, 1909, principal and interest payable in New York funds.

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

It is further understood and agreed that 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 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 of the said party of the second part or reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

And the said party of the first part, on receiving such payments, at the time and in the manner above mentioned, agrees to execute and deliver to said party of the second part, a good and sufficient deed for the conveying to said party of the second part the title to the above described premises, free and clear of incumbrances, except, however, the above mentioned taxes and all liens and incumbrances

created by said party of the second part or his assigns.

It is understood and agreed between the parties hereto that in the event the party of the second part desires to cut any of the timber on said land before payment of the purchase price, he must first pay to said first party the sum of Twelve Hundred and Fifty Dollars (\$1,250.00) for each 40 acres from which he desires to cut and remove timber, and upon receipt of payment therefor said party of the first part shall and will give said second party the right to cut and remove timber from all lands so paid for.

And it is understood and agreed that the stipulations aforesaid are to bind the heirs, executors and administrators and assigns of the prospective parties.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us as witnesses:

Hiram W. Sibley (Seal)

J.E. Blazier (Seal)

W.L. Thompson as to H.W.S.

T.H. Ward.

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

A. Fleischhauer,

Co. Auditor.

J.E. Blazier to T.B. Garrison, Jr.

THIS AGREEMENT made and entered into this 7th day of August, A.D. 1909, by and between J.E. Blazier of Portland, Oregon, party of the first part, and T.B. Garrison Jr., of the same place, party of the second part, WITNESSETH:

That the party of the first part, in consideration of the payment of one dollar, the receipt of which is hereby acknowledged, and of the mutual and dependent stipulations herein contained, agrees to sell and convey unto the said party of the second part, and the second party agrees to purchase the southeast quarter (SE $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of Section seven (7); the east half (E $\frac{1}{2}$ ) of Section eighteen (18), and the north half (N $\frac{1}{2}$ ) of the north half (N $\frac{1}{2}$ ) of Section nineteen (19), all in Township two (2) North of Range six (6) East of Willamette Meridian, containing 520 acres, more or less; the southeast quarter (SE $\frac{1}{4}$ ) 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 the east half (E $\frac{1}{2}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of Section seven (7) in Township two (2) North of Range six (6) East, and the southwest quarter (SW $\frac{1}{4}$ ) of Section nineteen (19) Township two (2) North of Range six (6) East Willamette Meridian, and the east half (E $\frac{1}{2}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of Section twenty-five (25) Township two (2) North of Range five (5) East Willamette Meridian; and also the northwest quarter (NW $\frac{1}{4}$ ) of Section thirty (30) Township two