

year last above written.

(NOTARIAL)
SEAL

Jacob Kanzler,

Notary Public for Oregon.

Filed for record by Williams & Kanzler on August 12, 1909 at 8:30 A.M.

A. Fleischhauer,

Co. Auditor/

Wachter to Garwood.

This agreement made this 3rd day of September 1909 between Ignaz Wachter and Helena Wachter his wife of Stevenson Washington, parties of the first part and Jacob Garwood of Stevenson Washington party of the second part witnesseth:

That in consideration of the stipulations herein contained, the first parties hereby agree to sell, and the second party agrees to buy the following described real estate situated in Skamania County Washington to-wit: Lots six (6) and seven (7) of the Ignaz Wachter subdivision of part of the West half of the Northwest quarter of section thirty-six (36) in Township three (3) North of Range seven (7) East of W.M. as shown by the plat of said subdivision on file and of record in the office of the recorder and for said Skamania County Washington containing 13 acres more or less, for the sum of nine hundred seventy five dollars (\$975.00), on account of which the sum of seven hundred dollars is paid on the execution hereof, the receipt whereof, is her by acknowledged and the remainder to be paid one year from the date hereof with interest thereon at the rate of six percent (6%) per annum, payable annually. If said payment of the balance of the purchase price shall be in arrears for more than thirty days, the amount already paid shall be deemed forfeited without process of law. And the said parties of the first part agree that when full payment shall have been made, according to the terms of this agreement they will cause to be executed to said party of the second part his successors or assigns a good and sufficient warranty deed free from all incumbrances for the property aforesaid, including the taxes for the year 1908 but it is mutually understood and agreed that second party shall pay the taxes on the said property for the year 1909 and all assessments hereafter to be made and become due on said property. And the said second party in consideration of the premises hereby agrees that he will make punctual payment of the balance of the purchase price when it becomes due and the said parties of the first part shall have the right immediately upon failure of the second party to comply with the stipulations of this contract or any of them, to enter on the said land and take immediate possession thereof, together with the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he will surrender unto the said party of the first part the said land and appurtenances without delay or hindrance and no court shall relieve the party of the second part from a failure to comply strictly and literally with this contract.

In Witness Whereof Ignaz Wachter and Helena Wachter have executed these presents in

duplicate as owners of the aforesaid property and the second party has hereunto set his hand the day and year first above written.

In Presence of

Geo. E. O'Byron

Emma L. O'Byron

Ignaz Wachter Owners
Helena Wachter
Jacob Garwood, Purchaser.

Filed for record by Jacob Garwood on Sept. 4th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

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Kruckman to Fitzgerald.

The Agreement made and entered into this 7th day of September 1909 by and between Gu Gustav Kruckman party of the first part and Cora V. Fitzgerald and A. F. Fitzgerald wife and husband, parties of the second part, Witnesseth:

That the said party of the first part has this day sold and agreed to convey unto the said parties of the second part the following described real estate situated in the County of Skamania State of Washington to-wit:

Beginning at the SW corner of Sec. 18 in Tp. 1 North of Range five East of W.M.; thence North 160 rods; thence East 37 rods and 17 1/2 links; thence South 102 rods; thence West 5 rods; thence South 16 rods; thence East 5 rods; thence South 42 rods and thence west 37 rods to place of beginning, for the purchase price of nine hundred (\$900.00) dollars to be paid at the time and in the manner hereinafter provided, to-wit: According to the terms and conditions of one certain promissory note bearing date herewith, of which the following is substantial a copy to-wit:

\$900.00

Vancouver, Wash. Sept. 7 1909

On or before five years after date for value received, we jointly and severally promise to pay to the order of Gustav Kruckman the sum of nine hundred dollars with interest thereon after date until paid at the rate of eight per cent per annum interest payable semiannually, and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note and if not so collected interest to be added to the principal and bear like interest therewith and in case suit or action is instituted to collect this note or any portion thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action. \$100.00 or any multiple thereof may be paid hereon on any mentioned day.

Cora V. Fitzgerald

A. F. Fitzgerald

It is understood and agreed that time is and shall be of the essence of this agreement and that the payments hereinabove provided for both principal and interest shall and must be made at the time and in the manner hereinabove specified, and

It is further understood and agreed that said parties of the second part shall pay all taxes levied upon said premises and that any default in the payment of said taxes