

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

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

shall make the whole payment herein provided for immediately due and collectible at the option of the holder thereof, and the said party of the first part covenants and agrees with the said parties of the second part that if the said sum of nine hundred dollars together with interest thereon shall be paid at the time and in the manner provided and according to the terms of the said note hereinabove set out, then he will and his heirs, executors and administrators shall execute and deliver unto the said parties of the second part their successors or assigns a good and sufficient special warranty deed conveying the said premises to the said parties of the second part, free and clear from any incumbrances created by, through or under said party of the first part, except taxes that may accrue upon and against said premises.

In Testimony Whereof the said parties have hereunto set their hands and seals this 7th day of September 1909

Gustav Kruckman
Gera V. Fitzgerald
A.E. Fitzgerald

State of Washington

County of Skamania, ss. On this 7th day of September 1909 personally appeared before me Gustav Kruckman, to me known to be the identical person described in and who executed the within instrument and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony hereof I have hereunto set my hand and affixed my official seal the day and year last above written.

Donald McMaster, Notary Public for Wash.

(Notarial Seal)

residing at Vancouver, Wash.

Filed for record by A.E. Fitzgerald on Sept. 11th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Approved Oct 0-09
John Skam