

16197
Catherine Bennett to Caroline Giordan, et vir

THIS AGREEMENT, MADE the 9th day of October 1924 between Catherine Bennett, hereinafter called the first party, and Caroline Giordan and Frank Giordan, her husband of the County of Cape Horn and State of Washington hereinafter called the second party.

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase the following described real estate, situate in the County of Skamania State of Washington, to-wit:

Part of Tax Lot 13, in Section 3 Township 1 North of Range 5 East of the W. M., lying East of the Cape Horn Road and South of the Mary Ryand place, and north of the North Bank Highway and the J. J. Mackey place, in said Section, containing 11 acres, more or less.

Provided, however, that water can be piped for domestic purposes from the spring in the southwesterly corner of the above described tract in a southwesterly direction across the road to the tract of J. J. Mackey, or due south to the tract owned by J. J. Mackey.

for the sum of Five Hundred (\$500.00) Dollars on account of which one hundred (\$100) Dollars is paid on the execution hereof, (the receipt of which is hereby acknowledged,) and the remainder to be paid at Portland, Oregon to be with 6% interest when paid at the dates and in amounts as follows:

Not less than fifty (\$50.00) on October 9th, 1925, together with interest at 6% per annum on deferred payments, and not less than fifty (\$50.00) Dollars on the 9th day of each October thereafter, until the full balance and interest has been paid.

And the second party, in consideration of the premises, hereby agrees that they will regularly and seasonably pay all taxes and assessments made for the year 1924 and which are or may be hereafter lawfully imposed on said premises, and that all buildings now erected on said premises will be kept insured against fire in an amount not less than four hundred dollars in a company satisfactory to the first party, Policy in favor of first party as her interest may appear.

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

In case the second party 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 to the true intent and tenor thereof, then the first party will give unto the second party ^{or} their heirs/assigns, upon request at Portland, Oregon, and upon the 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 incumbrances created by the second party, or their assigns.

But in case the second party 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 first party 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 second party derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and ^{or} revest in the first party without any declaration/forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party 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 induplicate the day and year first above written.

In presence of

John Van Zante
Dorothy Jones

Carolina Giordan (Seal)
Frank Giordan (Seal)
Catherine Bennett (Seal)

Filed for record Feb. 4, 1930 at 11:55 o'clock A. M.

G. E. Chesser

G. E. Chesser, County Auditor

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#16260

A. J. HAYNES, et ux to HERBERT M. ZIEGLER, et ux.

AGREEMENT

THIS AGREEMENT Made and entered into, this the 1st day of January, 1929, by and between A. J. Haynes and Mrs. Anna J. Haynes, husband and wife, the parties of the first part, and Herbert M. Ziegler and Isabelle H. Ziegler, husband and wife, the parties of the second part.

WITNESSETH: That for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the parties of the second part the lessors, the parties of the first part do hereby lease and let unto said parties of the second part all of their orchard property and home, including all personal property thereon, located on the Evergreen Highway West of Underwood in Skamania County, Washington, upon the following terms and conditions to-wit:

The term of this lease shall be for a period of 5 years from and after January 1, 1929 and continuing up to and including January 1, 1934, with the writers expressed agreement and understanding that this lease may be terminated at the end of any calendar year by either party should this agreement prove unsatisfactory. But in order to terminate said lease 30 days notice shall be given prior to the first day of the year.

The rental for said property is and shall be at the rate of \$1200.00 per year, from which said sum the first parties agree to pay the taxes on all of said property. And as a further consideration, second parties agree to keep the insurable property on said property insured against fire, and pay the premium, with the policy payable to first parties, in an amount equal to the insurance that is carried on said premises at the present time. It is further agreed that one-third of the total rent paid on said premises each year shall constitute and be an equity in the real estate and personal property herein leased, and as a basis for this consideration a valuation of \$20,000.00 is placed on said property.

It is further agreed that the parties of the first part shall have the right and privilege of selling said property at any time during the term of this lease, and in the event that a bonafide sale is made for \$20,000.00 or more within 5 years from date hereof while this lease is yet in force then the second party shall receive at the rate of 4% on the sale price, for the service rendered in keeping up said premises, and in addition there- to shall be entitled to a settlement on any labor performed or material furnished in producing any crop on which they have not received returns.

It is further agreed that in the event that in any year there should be a short crop or the returns from the sale of the crops shall not be sufficient to return a living for second party and for them to pay the rent on said premises, that the rent having been paid the previous year shall entitle said second parties to an extension of time on the payment of said rent until the returns are received from the sale of the next years crops, at which time the delinquent rent shall be paid.

It is further agreed that the parties of the second part shall use ordinary care in preventing fire, and shall keep up and maintain and properly care for improvements on said