

above described premises levied for the year 1930 and years subsequent thereto during the term of this agreement but the party of the first part shall pay and redeem all taxes which are now due thereon.

This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto, but shall not be assigned without the written consent of the party of the first part.

IN TESTIMONY WHEREOF, The parties have hereunto set their hands and seals this 14th day of April, 1930.

Barbara E. Willard (Seal)
Party of the First Part.
William C. Murphy (Seal)
Party of the second part.

R. H. Snodgrass, Witness.

STATE OF WASHINGTON)
County of Skamania) ss

On this 15th day of April, 1930, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara E. Willard and William C. Murphy, the parties who executed the within and foregoing instrument, and each of them acknowledged that they executed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned. Barbara E. Willard William C. Murphy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year herein first above written.

(County Auditor's Seal)

G. C. Chesser, Notary Public for the
State of Washington, residing at
Auditor of Skamania County, Washington

Filed for record April 15, 1930 at 3:30 o'clock P. M.

G. C. Chesser
G. C. Chesser, Co. Aud.

R. G. KELSO #16451 to G. A. TAYLOR

THIS AGREEMENT made and entered into this 15 day of May, 1930, by and between R. J. Kelso, party of the first part and G. A. Taylor, party of the second part, WITNESSETH:

That the party of the second part hereby agrees to purchase from the party of the first part, one 15 horse power donkey engine, in accordance with terms hereinafter set out and the party of the first part hereby agrees to sell to the party of the second part, the above described donkey engine in accordance with the terms hereinafter set out.

It is agreed and understood that the party of the second part shall pay the party of the first part for the said donkey engine, by delivering to the party of the first part, at his wood yard located at 1109 W. 12th St., Vancouver, Clark County, Washington, 65 cords of first class, first growth sound fir cord wood, all of which said 65 cords of wood to be delivered at the above designated place within ninety (90) days after the date of this agreement.

It is further understood and agreed that the party of the second part shall take possession of the above described donkey engine and use the same during the ninety days herein agreed as the time for the delivery of the said wood, but it is especially agreed that the title to the said donkey engine shall remain in the party of the first part untill the full amount of the 65 cords of wood shall have been delivered to the party of the first part.

The party of the first part hereby agrees with the party of the second part that when the full amount of 65 cords shall have been delivered as herein agreed upon, that he will execute and deliver to the party of the second part a bill of sale to the said donkey engine.

Time is the essence of this agreement, and in case the party of the second part shall fail to deliver to the said party of the first part, the said wood within the time herein specified, the party of the first part shall have the right to enter the premises wherein this party of the second part has the donkey stored or kept, and take possession of the said donkey engine, the same as if this agreement had not been made, and it is further understood and agreed that in case the party of the second part shall have delivered a part of the said wood and fails to deliver the balance within the ninety days, and the party of the first shall have taken possession of the said donkey engine, all wood so delivered shall be kept by the party of the first part as liquidated damages.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands in triplicate, this day of May, 1930.

R. J. Kelso, party of the first part
G. A. Taylor, Party of the second part

Executed in the presence of:

K. K. Kelso
Waunita Kelso
Witnesses

Filed for record May 20, 1930 at 1:15 o'clock P. M.

G. J. Chesser
G. J. Chesser, Co. Auditor.

#16

SPOKANE, PORTLAND AND SEATTLE RY. CO, TO EARL C. BUTLER

THIS AGREEMENT made this 25th day of April 1930, between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company," and Earl C. Butler, an unmarried man, of Portland, Multnomah County, Oregon.

WHEREAS THE Railway Company acquired a right of way over real estate situated in the County of Skamania, State of Washington, over and across that part of the S. M. Hamilton Donation Land Claim lying in Sections Nineteen (19) and twenty (20) Township two (2) North Range Seven (7) East of Willamette Meridian, by deed dated March 28, 1906, wherein the Portland and Seattle Railway Company was named as grantee and the grantors were Mary J. Hamilton, J. A. Hamilton, Daisy B. Eastham, Helen M. Sherman, Lora A. Moffett, Lois A. McDonald, William J. Hamilton and Lusia A. Jones, which deed was recorded in the record of the County Auditor of said county of the 5th day of April, 1906 at 1:15 o'clock P. M. in Book I of Deeds at page 539; and the Railway Company is the successor in interest of said Portland and Seattle Railway Company; and

WHEREAS by said deed it was provided that the Railway Company should provide private grade road crossings across said strip of land at two practicable points, one on the east side of Greenleaf Slough and one on the west side thereof; and

WHEREAS the above named Earl C. Butler has succeeded to the interest of the grantors above named in and to the land abutting the said right of way covered by said deed and is now the owner in fee of said abutting land, Now, Therefore, it is agreed as follows:

1. Said Earl C. Butler hereby released the Railway company from the obligation set forth in said deed to construct a private grade crossing on the east side of Greenleaf Slough and as a consideration for said release the Railway Company grants to said Earl C. Butler the right to use as a private undercrossing a location under Bridge No. 47-0 of the Railway Company east of Hamilton Creek upon the right of way conveyed by said deed.

2. The Railway Company shall perform the work of constructing said undercrossing at its own expense.