

# 16688  
AGREEMENT:

This agreement entered into this 22nd day of April, 1930, by and between Homer E Grove and W.B. Stevens, Whereas, Homer E. Grove agrees to secure W.B. Stevens, with one certain certificate of sale, of real estate, issued by the Superior Court, State of Washington County of Skamania, on one certain forty acre tract described fully in above mentioned certificate.

This certificate is to be held as security for one thousand dollars, in hand paid, for which Homer E. Grove hereby acknowledges receipt thereof.

Also, there is to be deposited with said certificate, one certain assignment of an undivided one-fifth interest in memorandum of agreement in placer mine, also fully described in above mentioned agreement.

Whereas, it is understood between both parties above mentioned at the expiration of thirty days, W.B. Stevens, shall at that time decide as to whether the one-fifth interest in above mentioned mine, or whether he shall hold said certificate in his name to secure payment of one thousand dollars together with interest at 6% per annum, until fully paid and, if not so paid, within ninety days from the expiration of this agreement, he shall then accept certificate of sale and have deed issued in his name. At any time prior to the ninety days this certificate may be sold, and any amount over and above the one thousand dollars and interest shall go to Homer E. Grove

(Notarial Seal)

Homer E. Grove  
W.B. Stevens

WITNESSES:  
Elizabeth Wilson  
P.W. Wilson

STATE OF CALIFORNIA {  
COUNTY OF LOS ANGELES ( SS

On this 22nd day of April A.D. 1930 before me Chas A. Colburn a Notary Public in and for said county and State Homer E. Grove, known to me (or proved to me on the oath of M.B. Stevens) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

(Notarial Seal)

Chas A. Colburn  
Notary Public in and for said county  
and State,  
My commission expires Sept 29, 1930

Filed for record Aug. 6th 1930 at 8:30 A.M.

Auditor

#16720

NORTHERN PACIFIC RAILWAY COMPANY TO GEORGE W. SYKES  
Washington Division Five-Year Contract  
Contract No. 9946

NORTHERN PACIFIC RAILWAY COMPANY

CONTRACT made this twenty-fifth day of April A. D., 1930 between Northern Pacific Railway Company, a corporation of the State of Wisconsin, vendor and George W. Sykes of Vancouver in the County of Clark and State of Washington, purchaser.

The vendor, in consideration of the sum of seven hundred twenty-two and ninety-seven hundredths (\$722.97) Dollars to be paid as hereinafter agreed, and of the faithful performance of the covenants, agreements and conditions hereinafter expressed on the part of the purchaser, agrees to sell to the purchaser the parcels of land situate in the County of Skamania and State of Washington described as follows, to-wit:

Lots one (1), two (2), three (3) four (4), south half of north half (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) and southwest quarter (SW $\frac{1}{4}$ ) of Section five (5) in Township two (2) North of Range five (5) East of the Willamette Principal Meridian, containing four hundred eight-one and ninety-eight hundredths (481.98) acres, more or less, according to the United States Government Survey; together with the hereditaments and appurtenances thereunto belonging; excepting and reserving unto the vendor its successors and assigns forever all minerals of any nature whatsoever including coal, iron, natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring for and mining or otherwise extracting and carrying away the same; but the vendor its successors and assigns, shall pay to the purchaser or to his heirs or assigns, the market value at the time mining operations are commenced of such portion of the surface as may be used for such operations or injured thereby, including any improvements thereon. The lands above described shall be subject to an easement in the public for any public road heretofore laid out or established or now existing over and across any part of the premises, and subject to a right of way thereon for ditches or canals constructed <sup>by</sup> the authority of the United States as reserved by the Act of Congress of August 30, 1890 (26 Stats, p. 391). This sale does not include improvements, if any, placed on the land by abutting owners or others than the vendor.

The purchaser agrees to purchase the premises from the vendor, and to pay therefor at the office of the Western Land Agent of the vendor, at Seattle, Washington, the sum of seven hundred twenty-two and ninety-seven hundredths (\$722.97) Dollars with interest at six per cent per annum, as follows: The sum of \$122.97 at or before the execution of this contract, the receipt of which is acknowledged:

The sum of \$120.00 principal, \$36.00 interest, on the twenty-fifth day of April A. D. 1931. The sum of \$120.00 principal \$28.80 interest, on the twenty-fifth day of April A. D., 1932. The sum of \$120.00 principal \$21.60 interest on the twenty-fifth day of April A. D. 1933. The sum of \$120.00 principal \$14.40 interest, on the twenty-fifth day of April A. D., 1934. The sum of \$120.00 principal \$7.20 interest, on the twenty-fifth day of April A. D., 1935.

The purchaser agrees that so long as this contract remains in force he will before the same become delinquent according to law pay all taxes and assessments ordinary and extraordinary that may be levied or assessed or that may become chargeable on the premises, beginning with the taxes and assessments for the year 1930 and that no buildings or improvements now on said land or that shall hereafter be placed thereon by the purchaser, shall be removed therefrom, but they shall be and remain the property of the vendor until this contract shall be fully performed. Should default be made in payment of the principal or interest, or in the payment of the taxes or assessments, or in the performance of any covenant herein contained, then this agreement, at the option of the vendor shall be null and void, and all payments made and all buildings and improvements on said land, shall be and forever remain the absolute property of the vendor, it being expressly understood and agreed that time is of the essence of this contract.

Upon full and prompt performance by the purchaser of the agreements by him to be performed, the vendor will execute and deliver to the purchaser a deed of conveyance of the premises upon surrender of this paper.

Notice of the cancellation of this contract for any breach thereof, or notice of the exercise of any other right by the vendor where this contract requires notice, may be addressed to the purchaser, directed to the post office named below and deposited in a United States post office, which shall constitute sufficient notice and service thereof.



No assignment or transfer of any interest in this agreement or in the premises, less than the whole, will be recognized by the vendor under any circumstances, nor in any event whatever and no assignment shall be binding upon the vendor unless approved by its Land Commissioner, or Western Land Agent.

Should title to the premises fail, the vendor shall be liable for the amount received hereunder and no more, with interest at six per cent per annum; should title to a portion of the premises fail such liability is limited to the acreage as to which title fails reckoned at the average price per acre agreed to be paid for such parcel as shown on the purchaser's application to purchase.

Except as herein otherwise provided, this contract shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the vendor, by its Land Commissioner, and the purchaser, have hereunto subscribed their names in duplicate, the day and year first above written.

Lines Numbered before the execution hereof,

Northern Pacific Railway Company

By J. M. Hughes, Land Commissioner.

Attest:

G. H. Plummer, Western Land Agent

Purchaser.

Witnesses to Signature of Purchaser:

George W. Sykes, Purchaser.  
Post office address 106 E. 6th St.  
Vancouver Washington, County of Clark.

Two Wit- ) D. A. Currie  
nesses )  
Required ) T. G. Gibson

N. B. This contract cannot be signed by another for the purchase excepting under a properly executed power of attorney, which must accompany the contract. In cases where purchaser cannot write his name, his execution of the contract by making his mark must be acknowledged before a Notary Public, under seal.

Filed for record August 27, 1930 at 2:15 o'clock P. M.

G. C. Chesser, Co. Auditor.

#16771-Peder G. Birkland to J.R. Phillips

AGREEMENT EXTENDING TIME LIMIT ON REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 20th day of September, 1930 between Peder G. Birkland, party of the first part, and J.R. Phillips, party of the second part WITNESSETH:

That for and in consideration of the sum of Four Hundred and no/100 (\$400.00) dollars to him in hand paid by the party of the second part to be credited upon installment of purchase price to October 1st, 1930, the party of the first part does hereby covenant and agree that certain contract for the sale of real property made and entered into by and between the <sup>that</sup> parties hereto on the 4th day of September, 1929, and recorded on the 7th day of April, 1930 at page 155, Book 3 of Agreements, records of Skamania County Washington, shall be and hereby is modified as follows, to-wit:

The party of the second part shall have an additional year, to-wit, until the first day of October, 1931, in which to pay the balance of the first installment of purchase price, to-wit, the sum of \$400.00 and upon payment of said sum of \$400.00 on or before October 1st, 1931, and the delivery to the party of the first part of a mortgage for the sum of Two Thousand and no/100 (\$2,000.00) dollars upon the property described in said agreement payable on or before the first day of October 1933, with interest at the rate of six per cent per annum payable annually, he will deliver to the said party of the second part the warranty deed provided for in said contract.

It being the intent and purpose hereby to extend the time of payment provided for in the above mentioned contract one year from the date provided therein