

#17659

A. C. Hitchman et ux to Lester J. Hawkins et ux

Contract
Vancouver, Washington.

This Agreement entered into this 2nd day of November, 1931, by and between A. C. Hitchman and Vivian L. Hitchman, husband and wife, parties of the first part, and Lester J. Hawkins and Bessie L. Hawkins, husband and wife, parties of the second part,

Witnesseth: That the parties of the first part agree to sell to the parties of the second part, and the parties of the second part agree to purchase from the parties of the first part, the following described real property situated in Skamania County, Washington, to-wit:

The Southwest quarter of the Southeast quarter of Section three (3) and the Northwest quarter of the Northeast quarter and the west half of the southwest quarter of the northeast quarter of the northeast quarter, all in section ten (10) township four (4) north, range nine (9) east Willamette M. meridian, containing 85 acres of land.

upon the following terms and conditions:

It is agreed that the purchase price shall be the sum of One Thousand (\$1000.00) dollars, of which said sum One Hundred (\$100.00) Dollars is to be paid upon the execution of this instrument; the further sum of One Hundred (\$100.00) Dollars payable February 1, 1932, and Three Hundred (\$300.00) Dollars paid on or before May 1, 1932; the balance of the purchase price is to be paid at the rate of One Hundred (\$100.00) Dollars payable every three months after May 1, 1932.

It is understood that the parties of the second part are not to pay any interest on the payments herein provided to be paid, including May 1, 1932, but that all payments thereafter provided herein are to bear interest at the rate of six per cent (6% per annum) payable semi-annually.

It is understood and agreed that possession of said property shall be given on May 1, 1932, and upon the payment of the full sum of Five hundred (\$500.00) Dollars, at that time provided to be paid herein.

The parties of the first part are to pay the taxes on said property for the year 1930.

It is specifically understood and agreed that the real property only herein mentioned and effects now upon said premises are to remain the property is included hereunder and that any and all personal property of the parties of the first part herein.

The parties of the first part specifically reserve from this contract of sale the following items: the bathtub and hot water tank in the residence thereon and the pipe line running from the spring on said property to the residence that carries water to said residence from said spring.

The parties of the second part, at their own expense, are to keep the buildings on the premises herein described insured against loss by fire in the amount of One Thousand (\$1000.00) Dollars, with loss, if any, payable to the parties of the first part as their interest may appear.

The parties of the second part are to pay all taxes that may be levied against the property herein described after the year 1930.

The parties of the second part may secure an abstract of title covering said premises and the cost thereof not exceeding the sum of \$15.00 may be deducted from the installment of principal next falling due.

The parties of the first part agree that upon the full performance of this agreement by the parties of the second part, that they will convey said property to the parties of the second part by a good and sufficient deed of warranty.

Time is the essence of this agreement and if for any reason the parties of the second part do not keep or perform their part of this agreement, then, at the option of the parties of the first part; this agreement shall be null and void and the parties of the first part shall have the right to repossess said property and all payments made thereon are to be retained by them as liquidated damages herein.

It is understood and agreed that while possession is given of said property, the title thereto is to remain in the parties of the first part until the full performance of this contract on the part of the part of the parties of the second part herein.

A. C. Hitchman
V. C. Hitchman
Parties of the First part
Lester J. Hawkins
Bessie E. Hawkins
Parties of the Second part.

Filed for record Nov. 7, 1931 at 11-10 a.m. by Mrs. John Potter.

Mabel G. Sasse
Skamania Co. Clerk-Auditor.

#17745

M. B. Stevenson to Geo. F. Breslin

This agreement entered into the First day of December 1931 (Dec. 1st, 1931) between M. B. Stevenson to be known as party of the first part and Geo. F. Breslin to be known as party of the second part to-wit:

The party of the first part M. B. Stevenson, owns a certain tract of land at Cape Horn, Wash. in Section 9 & 16, T. 1 N. R. 5 E. W. M.

For \$1.00 to me in hand paid and other considerations consisting of being allowed to draw water for domestic use, from a certain pipe that the party of the second part, Geo. F. Breslin, wishes to lay across the land of the said M. B. Stevenson, starting at a point on the North line being approximately 200 ft., from what is known as the Ira Elliott home, thence over and across said land of M. B. Stevenson to a point in Lot 4 Sec., 16, T. 1 N. R. 5 E. W., south of the Northbank Railroad track.

It is further and specifically agreed, that the party of the second part Geo. F. Breslin or his heirs and assigns, shall have a right to go on the said property as above mentioned, for the purpose of renewing or repairing the said pipe line, for a period of 50 years.

Thelma Smead,
Witness.

M. B. Stevenson
Geo. F. Breslin

Filed for record Dec. 23, 1931 at 5-10 p.m. by Grantee.

Mabel G. Sasse
Skamania Co. Clerk-Auditor.

#17786

R. H. Barr et al to Ray McKeighan

Assignment of Right of Way Agreement:

Whereas, upon the 2nd day of June, 1931, a certain agreement in writing was entered into by and between W. A. Arnold, P. S. C. Wills and Frank A. Wachter, as parties of the first part, and R. H. Barr and John D. Tennant, also known as J. D. Tennant, as parties of the second part, which said Agreement is recorded in Book 3 of Agreements, at page 177 of the Records of Skamania County, Washington, and under and by certain provisions of the said agreement, a certain right-of-way was conveyed to the parties of the second part for a period of five years time, over and upon the following described real estate, situate in the County of Skamania, State of Washington, and particularly described as follows to-wit: