

15237  
Agreement

John Dethmar To Carney Logging Co

THIS AGREEMENT, Made this 15th day of March, 1928, between John H. Dethmar, party of the first part, hereinafter called the Vendor, and the Carney Logging Company, party of the second part, herein called the Purchaser;

WITNESSETH: That the Vendor agrees to sell and the purchaser agrees to buy the following described real property, situated in Skamania County, Washington:-

The West Half of the Northeast Quarter, and the East Half of the Northwest Quarter of Section 21, Township 3 North, Range 9 East of the Willamette Meridian; at the agreed purchase price of \$3,000., payable as follows: \$250. cash upon the execution of this agreement; \$1250. within thirty days from the date of this agreement, and the balance of the purchase price of \$1500. within six months from the date of this agreement, all deferred payments to draw interest at the rate of 7% per annum.

Upon final payment being made, the Vendor agrees to convey title to said premises to the purchaser in fee simple free from all encumbrances, by a good and sufficient warranty deed.

It is understood and agreed that the purchaser shall not cut any of the timber growing upon said premises until the full purchase price has been paid. The purchaser agrees to pay 1/2 of the taxes for the year 1927 upon said premises.

Whereas the Vendor has heretofore contracted to sell said premises to one George W. Howard, but that the said Howard has failed, neglected and refused to comply with the terms of said agreement, and has made default therein, now the Vendor hereby expressly agrees to hold the purchaser harmless from all claims, suits, actions or demands of every nature on account of said contract with the said Howard.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the day and year first hereinabove written.

John H. Dethmar  
Carney Logging Company,  
By T. O. Carney

IN CONSIDERATION of the sum of \$1500. to the Carney Logging Company, the receipt of which is hereby acknowledged, the said Carney Logging Company does hereby sell, assign, transfer and set over unto J. A. Irwin all its right, title and interest in and to the foregoing contract of purchase.

Whereas the said J. A. Irwin has this date advanced and paid to the said Carney Logging Company the full sum of \$1500. to be repaid by it to him within six months from the date hereof, with interest at the rate of seven per cent. per annum, now if the said Carney Logging Company shall well and truly pay said sum with the interest, then the said Irwin agrees to re-assign this agreement to the said Carney Logging Company; otherwise said assignment shall be absolute.

IN WITNESS WHEREOF, the said Carney Logging Company has executed these presents this 28 day of April, 1928.

CARNEY LOGGING COMPANY,  
By T. O. Carney.

Filed for record by J. A. Irwin of 630 Ibrness Bldg Portland at 9:10 A.M. Oct. 30, 1928.

W. C. C. Lerner  
Auditor.