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THIS AGREEMENT, made and entered into this ^{28th}.... day of August, 1917. by and between BRIDGET LOUISE FLYNN CONNOR of the County of Clarke, State of Washington, hereinafter called and referred to as the FIRST PARTY and KATE FLYNN O'CONNELL of the City and County of San Francisco, State of California, hereinafter called and referred to as the SECOND PARTY, and DENNIS W. LANE of the County of Multnomah, State of Oregon, hereinafter called and referred to as the THIRD PARTY,

W I T N E S S E T H

THAT WHEREAS, Ellen O'Connell died in the City of Vancouver, County of Clarke, State of Washington, on the 16th day of January, 1917; and,

WHEREAS, prior to her death and on the 3d day of October, 1916, the said Ellen O'Connell made and executed her last will and testament, in and by which the said Ellen O'Connell devised all of the real property of which she should die seised or possessed to the FIRST PARTY, the SECOND PARTY and the THIRD PARTY hereto, share and share alike; and,

WHEREAS, in and by her said last will and testament the said Ellen O'Connell made certain devises and bequests and provided that the residue and remainder of her estate should be divided equally among the FIRST PARTY, the SECOND PARTY and the THIRD PARTY hereto; and,

WHEREAS, in and by her said last will and testament the said Ellen O'Connell bequeathed unto the THIRD PARTY hereto the sum of two hundred fifty (\$250.00) dollars in addition to other devises and bequests to the said THIRD PARTY; and,

WHEREAS, subsequent to the making of said last will and testament and prior to her death, the said Ellen O'Connell made and executed a certain deed, in and by which she conveyed

unto the FIRST PARTY, the SECOND PARTY and the THIRD PARTY all of the real property of which she was then seised and possessed, and the said Ellen O'Connell provided in said deed that the FIRST PARTY hereto should be entitled to receive and retain the rents and issues of said real property for the period of two years after the date of said deed, said deed having been delivered by the said Ellen O'Connell to the FIRST PARTY hereto and by her recorded in and among the records of deeds of the County of Clarke, State of Washington; and,

WHEREAS, the said Ellen O'Connell subsequent to the making of her last will and testament and prior to her death, made, executed and delivered to the FIRST PARTY hereto and to other individuals, but not to the other parties hereto, divers and sundry conveyances and assignments of the personal property of which she was then possessed, to such an extent that when she died the said Ellen O'Connell left no estate whatever; and,

WHEREAS, among the conveyances and assignments made by the said Ellen O'Connell to the FIRST PARTY hereto was a certain mortgage made, executed and delivered on the 9th day of September, 1916, by John Morgan to Ellen O'Connell to secure the payment of a note of even date therewith in the sum of twenty-nine hundred forty (\$2940.00) dollars, with interest at the rate of seven (7%) per cent per annum, covering the following described and real property situated in the County of Skamania, State of Washington, to wit: All of the northwest quarter of the southwest quarter and the southwest quarter of the southwest quarter and the southeast quarter of the southwest quarter all in Section 31, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, excepting therefrom twenty acres sold to J. E. Snyder and Ollie E. Snyder, his wife, and 12 1/2 acres sold to John M. Koskey, leaving 87 1/2 acres covered by the mortgage,

said mortgage having been recorded on the 13th day of September, 1916, in and among the records of Skamania County, State of Wash-

ington; and,

WHEREAS, the real property belonging to the said Ellen O'Connell and heretofore referred to as having been conveyed to the FIRST, SECOND and THIRD PARTIES hereto, has been rented by the FIRST PARTY hereto since the death of said Ellen O'Connell, and the said FIRST PARTY hereto has received the rents therefrom and has been managing and controlling the said real property; and,

WHEREAS, conditions of said mortgage were broken by the said John Morgan and in order to avoid expense incident to the foreclosure thereof said John Morgan made, executed and delivered to the FIRST PARTY hereto a deed to the said property, and the said FIRST PARTY caused said deed to be recorded in and among the records of said county and state and gave to said John Morgan an option to repurchase said property upon the payment, within fourteen months from the date thereof, of the full sum of the principal and interest which would then have accrued on said mortgage; or in the event that said John Morgan should pay the interest accruing thereon and reduce the principal thereof to the extent of two hundred fifty (\$250.00) dollars within said fourteen months, the FIRST PARTY agreed to extend said option for an additional period of one year; and,

WHEREAS, differences and disputes have arisen between the FIRST PARTY hereto on the one hand and the SECOND and THIRD PARTIES hereto on the other hand, relative to the disposition, division and distribution of the real and personal property owned and possessed by the said Ellen O'Connell; and,

WHEREAS, all of the parties hereto are desirous of making and effecting an amicable, fair and equitable adjustment of the said differences and disputes that have arisen as aforesaid; and,

WHEREAS, as a part of said adjustment the FIRST PARTY hereto has contemporaneously with the execution of this agreement made, executed and delivered to the SECOND and THIRD PARTIES hereto certain deeds conveying unto them a $\frac{118}{310}$ and a $\frac{143}{310}$ interest, respectively, in and to the real property described in said deed and mortgage;

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements hereinafter contained to be kept and performed by the respective parties hereto and in order to effectuate such amicable, fair and equitable adjustment, the FIRST PARTY, the SECOND PARTY and the THIRD PARTY hereto mutually have promised and agreed to and with each and one another as follows, to-wit:

1. The FIRST PARTY hereby relinquishes any and all right she may have acquired to receive and retain any greater part than one-third ($\frac{1}{3}$) of the rents and issues of the real property conveyed by the said Ellen O'Connell to the FIRST PARTY, the SECOND PARTY and to the THIRD PARTY hereto, and promises and agrees that in the event the rents and issues from said property are collected by her, to pay and transmit to the SECOND and THIRD PARTIES hereto the respective portions of said rentals to which said SECOND and THIRD PARTIES are entitled; that is to say, one-third ($\frac{1}{3}$) thereof to each of said SECOND and THIRD PARTIES.

2. The FIRST PARTY promises and agrees, immediately upon the execution of this agreement, to pay unto each of the SECOND and THIRD PARTIES one-third ($\frac{1}{3}$) of the rents already received from the real property conveyed by the said Ellen O'Connell to the FIRST, SECOND and THIRD PARTIES hereto.

3. It is mutually understood and agreed that no improvements or additions will be made to any of the property

owned and held jointly by the parties hereto which involve any expenditure of money without the consent of all of the parties having been first obtained; and it is further mutually understood and agreed that no contribution from the SECOND and THIRD PARTIES will be payable to the FIRST PARTY, or otherwise, for any improvements or additions that may have already been made to said property prior to the execution of this agreement.

4. Nothing in this agreement shall be construed as barring the right of any of the parties hereto to petition for a partition of the property held in common by them.

5. The SECOND and THIRD PARTIES hereto promise and agree in the event said John Morgan exercises said option given to him by the FIRST PARTY hereto as heretofore mentioned within the time and in the manner therein specified that they and each of them will convey to the said John Morgan the proportions of said property conveyed to them by the FIRST PARTY hereto as heretofore mentioned upon delivery to them of their just proportion of the money paid by said John Morgan in exercising said option; that is to say, the fractional part of said sum equal to the interests of said SECOND and THIRD PARTIES in said property acquired by the deeds to them from the FIRST PARTY as hereinbefore described.

6. The SECOND and THIRD PARTIES hereto hereby covenant and agree that they will not institute any proceedings or litigation for the purpose of contesting the disposition and distribution made by the said Ellen O'Connell of her property prior to her death, it being understood that this agreement and the faithful performance of the provisions hereof will constitute a final compromise and settlement of the differences and disputes heretofore existing between and among the respective parties hereto.

IN WITNESS WHEREOF, the FIRST, SECOND and THIRD PARTIES hereto have executed this agreement in triplicate the day and year first above written.

Executed in the presence of us as witnesses:

Henry A. Davis
.....
Stanley Myers
.....

Bridget Louise Flynn Connor
.....
First Party

Henry A. Davis
.....
.....

Kate Flynn O'Connell
.....
Second Party

Stanley Myers
.....
.....

Dennis W. Lane
.....
Third Party

STATE OF OREGON,)
County of Multnomah) ss.

THIS CERTIFIES that on this *29th* day of August, 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bridget Louise Flynn Connor, who is known to me to be the identical individual described in and who executed the foregoing instrument and acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Stanley Myers
.....
Notary Public for State of Oregon.

STATE OF CALIFORNIA,

County of Alameda,

ss.

THIS CERTIFIES that on this ²⁴ day of ~~August~~ ^{December}, 1917,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Kate Flynn O'Connell, who is known to me to be the identical individual described in and who executed the foregoing instrument and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Joseph Lacey
Notary Public in and for the
County of Alameda, State
of California.

My commission expires, *Feb 1 1921*.

NO. 745
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID MAR 24 1953
AMOUNT *1.00*
COUNTY TREASURER
BY *Mable G. Gator*

STATE OF OREGON,

County of Multnomah.

ss.

THIS CERTIFIES that on this ¹⁵ day of ~~August~~ ^{January}, 1918,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dennis W. Lane, who is known to me to be the identical individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Stanley Myers
Notary Public for State of
Oregon.

My commission expires, *Aug 1 1921*.