

THIS AGREEMENT made and entered into this 18th day of January, 1912, by and between THE CHEE LUMBER COMPANY, a corporation organized, existing and doing business under and by virtue of the laws of the State of Washington, with it's principal place of business at Vancouver, Clarke County, State of Washington, the party of the first part herein: and JOHN CHRISTENSEN and CHRISTINE CHRISTENSEN, his wife, of Oregon City, State of Oregon, the parties of the second part herein, WITNESSETH; - That the said party of the first part for and in consideration of the acts of said second parties as hereinafter contained and set forth covenant and agree to and with the said parties of the second part as follows, to-wit:-

THAT WHEREAS, the said THE CHEE LUMBER COMPANY, party of the first part herein, did on the 16th day of January, 1912, purchase from the said second parties the following real estate situate, lying and being in the COUNTY OF SKAMANIA, STATE OF WASHINGTON, to-wit:- The S.E.  $\frac{1}{4}$  of S.W.  $\frac{1}{4}$  and the N.  $\frac{1}{2}$  of the S.W.  $\frac{1}{2}$  of Sec. 2 and the S.E.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Sec. 3, all in Township No. 4 North Range No. 9 E. of Willamette Meridian, and on said date the said second parties did convey said premises to said first party herein by a good and sufficient warranty deed:

AND WHEREAS the consideration agreed upon by the parties hereto for the said land aforesaid was and is the sum of \$4567.75:

AND WHEREAS no part of the said agreed purchase price has been paid by the said/CHEE LUMBER COMPANY and the whole thereof is owing to said second parties:

AND WHEREAS negotiations are now pending for the sale of stock amounting to the sum of \$175,000.00 and that should said negotiations be successful, as is anticipated by said first party, then a sum approximating \$25,000 will be available from the proceeds of said sale of stock in about 45 days from the date hereof; and that in about 90 days some \$75,000 will be available from said source:

AND WHEREAS the said parties of the second part have agreed to abide the result of the negotiations aforesaid before demanding the payment of the said purchase price of said realty so sold as aforesaid:

NOW THEREFORE in consideration of the premises THE CHEE LUMBER COMPANY, hereby covenants and agrees to and with the said parties of the second part: That upon the receipt of the first installment arising from the sale of the stock as aforesaid that it will pay unto said second parties on said purchase price the sum of \$2000.00; and upon the receipt of the second installment of money arising from the sale of the said stock as aforesaid, to pay the balance of said purchase price in full:

And in the event of the failure of said negotiations aforesaid the said THE CHEE LUMBER COMPANY hereby agrees to pay the said second parties money sufficient for their needs during the season of 1912, so far as relates to the payment of the interest on a mortgage on certain land owned by said second parties near Oregon City; and such money as they may need and require for the improvements contemplated on their said land during said season of 1912, to be paid on account of said purchase price; and thereafter the said THE CHEE LUMBER COMPANY will pay the balance due as the needs of said second parties may require until the full purchase price is paid. The purpose hereof being to give the said Company abundant opportunity to pay said purchase price as it is able so to do; The said Lumber Company covenanting that it will not suffer the mortgage on said land of said second party near Oregon City to be foreclosed but that when the same becomes due and the said purchase price for the lands sold to said Lumber Company is not paid and the balance due said second parties is sufficient to pay said mortgage and accruing interest to pay the same in full and apply said payment on said purchase price as aforesaid;

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed by it's President and Secretary and the corporate seal attached in pursuance of a resolu-