

O'NEILL AND HARAN

THIS AGREEMENT, Made and entered into this 20th day of December, 1913, by and between Dan J. O'Neill, a single man, the first party, and James A. Haran of the second party, both of Portland, State of Oregon, EITNESSETH:

That said first party, in consideration of the covenants and agreements herein contained, agrees to sell unto the second party all of his interest in that real property situate in the County of Skamania, State of Washington, described as follows, to-wit:

All of his two-fifth ($\frac{2}{5}$) interest in and to the north one half of the northwest quarter ($\frac{N}{4}$ of N.W. $\frac{1}{4}$) of section eight (8), township three (3) north, range ten (10) east of Willamette Meridian, according to the government survey thereof, together with all and singular the tenements, hereditaments and appurtenances belonging thereto, for the sum of two thousand six hundred and forty-five dollars (\$2645), to be paid in installments as follows: one hundred and fifty dollars (\$150) on or before the first day of April, 1914, and one hundred and fifty dollars (\$150) on or before each ninety days thereafter until the whole sum of said purchase price shall be paid, it being understood that said party of the second part may pay all of said purchase price at any time before said payments, all of which payments said second party agrees to make as above provided with interest on deferred payments at the rate of seven per cent (7%) per annum, payable annually, said interest to commence on April 1, 1914, and said party of the second part in addition thereto, agrees to pay all taxes and public charges assessed against said land hereafter, and the said first party agrees that when full payment for said real property shall have been received, he will make, execute and deliver, at his own cost and expense, a good and sufficient warranty deed, free and clear of all encumbrances, conveying the real property aforesaid to the second party, his heirs or assigns, forever.

And it is understood and agreed between the said parties that in case the second party shall fail to make the payments above named, and each and every one of them, or fail to keep any agreement herein contained, then this agreement shall, at the option of said first party, become null and void, and all rights and interests created or then existing in favor of the second party as against the first party hereunder, or to any payments theretofore made, shall utterly cease and determine, and the right to the possession of the premises above described and all other rights acquired by the second party hereunder shall revert to and revest in the first party without any act of re-entry.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the day and year first above written, in duplicate,

Executed in the Presence of

Wm. A. Munly

Dan J. O'Neill

(seal)

Q. J. Munly

James A. Haran

(Seal)

State of Oregon)
County of Multnomah) ss.

THIS CERTIFIES that on this 20th day of December 1913, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Dan J. O'Neill (a single man) and James J. Haran, who are known to me to be the identical persons described in and who executed the within agreement, and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

Wm. A. Munly

Notary Public for Oregon.

Filed for record by J. M. Hickson on Dec. 30, 1914 at 10:30 A.M.

App. and Jan 6 1915

M. B. Sturges

N. Swisher
Co. Auditor.

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