

EDWIN A. LEARNED ET UX TO P. W. FLYNN ET UX

REAL ESTATE CONTRACT

THIS CONTRACT MADE AND ENTERED INTO THIS 26TH DAY OF JULY, 1910 BY AND BETWEEN EDWIN A. LEARNED AND MAY LEARNED, HIS WIFE, PARTIES OF THE FIRST PART AND P. W. FLYNN AND ANNIE FLYNN, HIS WIFE, PARTIES OF THE SECOND PART,

WITNESSETH: THAT THE PARTIES OF THE FIRST PART FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DO HEREBY, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN SET OUT AND THE PAYMENT OF THE SUMS OF MONEY WITH INTEREST THEREON HEREIN MENTIONED AND AGREED UPON BY THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, AGREE TO AND WITH THE PARTIES OF THE SECOND PART ^{TO SELL TO THEM,} THEIR HEIRS, EXECUTORS, AND ADMINISTRATORS AND THE PARTIES OF THE SECOND PART, FOR THEMSELVES THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, AGREE TO BUY FROM THE PARTIES OF THE FIRST PART, THE FOLLOWING DESCRIBED PROPERTY LYING BEING AND SITUATE IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND ^{BOUNDED} AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, THENCE NORTH FORTY (40) RODS, THENCE WEST SIXTY (60) RODS, THENCE SOUTH FORTY (40) RODS, THENCE EAST SIXTY (60) RODS TO PLACE OF BEGINNING CONTAINING FIFTEEN (15) ACRES, MORE OR LESS.

IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE PURCHASE PRICE OF SAID TRACT OF LAND IS \$45.00 PER ACRE OR A TOTAL SUM OF \$675.00 OF WHICH THE PARTY OF THE SECOND PART PAYS THE SUM OF TWENTY (\$20) DOLLARS, ON THE EXECUTION OF THESE PRESENTS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY FIRST PARTIES, ONE HUNDRED DOLLARS (\$100) ON OR BEFORE THE 25TH DAY OF JULY 1912, AND FIFTY DOLLARS (\$50.) ON OR BEFORE THE 25TH DAY OF JULY IN EACH AND EVERY YEAR THEREAFTER UNTIL THE TOTAL SUM OF SIX HUNDRED AND SEVENTY-FIVE DOLLARS (675.) SHALL HAVE BEEN PAID AND SHALL PAY INTEREST ON ALL DEFERRED PAYMENTS AT THE RATE OF 6 PER CENT PER ANNUM, INTEREST PAYABLE ANNUALLY, ON OR BEFORE THE 25TH DAY OF JULY IN EACH AND EVERY YEAR UNTIL THE ENTIRE PRINCIPAL AND INTEREST SHALL HAVE BEEN FULLY PAID.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PARTIES OF THE SECOND PART HIS HEIRS, EXECUTORS AND ADMINISTRATORS, SHALL PAY, BEFORE DELINQUENCY, ALL TAXES AND ASSESSMENTS OF WHATSOEVER KIND OR NATURE THAT MAY BE LEVIED OR OR ASSESSED AGAINST SAID PROPERTY, OR ANY PART THEREOF, BY ANY LEGAL AUTHORITY WHATSOEVER AND TO KEEP SAME PAID DURING THE LIFE OF THIS CONTRACT.

IT IS FURTHER UNDERSTOOD AND AGREED THAT FOR ANY TIMBER CUT BY, OR UNDER THE DIRECTION OF THE SECOND PARTY FOR WOOD, OR OTHER COMMERCIAL PURPOSE SHALL BE PAID FOR BY SECOND PARTIES TO FIRST PARTIES, IMMEDIATELY, AT THE RATE OF FIFTY CENTS (\$.50) PER CORD AND THE SAID MONEY SHALL BE CREDITED BY FIRST PARTIES UPON THE PURCHASE PRICE OF SAID LAND.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, ARE NOT TO BUILD CONSTRUCT, MAINTAIN OR ALLOW ANY PIPE LINE, FLUME, OR OTHER WATER WAY OF CONVEYANCE TO BE BUILT, CONSTRUCTED OR MAINTAINED ON OR ACROSS SAID PREMISES, OR ANY PART THEREOF, EXCEPT FOR THE PRIVATE DOMESTIC USE OF SAID SECOND PARTIES, HIS HEIRS, EXECUTORS