

EASTERN INVESTMENT COMPANY LIMITED TO ROBERT W. SINCLAIR ET AL

ARTICLES OF AGREEMENT, MADE AND ENTERED INTO THIS 20TH DAY OF JUNE A.D. 1922, BETWEEN EASTERN INVESTMENT COMPANY LIMITED THE PARTY OF THE FIRST PART, AND ROBERT W. SINCLAIR, CHARLES FLETCHER, JENNINGS ANDREWS, BERNARD MORRIS, WILLIS BOWMAN, D. ELWOOD CAPLES, DONALD SHARP, HARRY MARBLE, H. S. SMITH, GEORGE V. GRAY THE PARTIES OF THE SECOND PART,

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART HEREBY COVENANTS AND AGREES THAT IF THE PARTY OF THE SECOND PART SHALL FIRST MAKE THE PAYMENTS AND PERFORM THE COVENANTS HEREINAFTER MENTIONED ON THEIR PART TO BE MADE AND PERFORMED, THEN THE SAID PARTY OF THE FIRST PART WILL CONVEY TO THE PARTIES OF THE SECOND PART, BY A GOOD AND SUFFICIENT DEED, THE FOLLOWING DESCRIBED LOT, PIECE OR PARCEL OF LAND, TO-WIT:

LOT NUMBERED SEVEN (7) WASHOUGAL RIVERSIDE TRACTS, SKAMANIA COUNTY, WASHINGTON, ACCORDING TO THE DULY RECORDED PLAT THEREOF NOW ON FILE. AND THE PARTIES OF THE SECOND PART HEREBY COVENANTS AND AGREES TO PAY TO THE PARTY OF THE FIRST PART THE SUM OF TWO HUNDRED & 00/100 DOLLARS, IN THE MANNER FOLLOWING: FORTY & 00/100 DOLLARS, CASH IN HAND, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED AND THE BALANCE TO BE PAID IN THE MANNER FOLLOWING: TWENTY DOLLARS (\$20) TOGETHER WITH INTEREST ON THE BALANCE REMAINING UNPAID AT THE RATE OF 7% PER ANNUM ON AUGUST 1ST 1922 AND A LIKE PAYMENT ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL THE FULL SUM SHALL HAVE BEEN PAID. AS SHOWN BY 1 PROMISSORY NOTE OF EVEN DATE HERewith, SIGNED BY THE PARTIES OF THE SECOND PART AND PAYABLE TO THE PARTY OF THE FIRST PART, WITH INTEREST THAT MAY ACCRUE THEREON ACCORDING TO THE TERMS AND CONDITIONS OF SAID NOTE; AND, ALSO PAY ALL TAXES FOR 1922 AND ALL STREET AND OTHER ASSESSMENTS THAT MAY HEREAFTER BE IMPOSED, LEVIED OR ASSESSED UPON SAID PROPERTY, AND TO KEEP THE BUILDING ON SAID LAND INSURED AGAINST LOSS BY FIRE IN THE SUM OF \$.. LOSS, IF ANY, TO BE PAID TO THE PARTY OF THE FIRST PART, SAID INSURANCE TO BE IN A COMPANY NAMED BY THE PARTY OF THE FIRST PART.

AND IT IS AGREED THAT TIME IN ALL RESPECTS IS OF THE ESSENCE OF THIS CONTRACT, AND IN CASE OF THE FAILURE OF THE SAID PARTIES OF THE SECOND PART TO MAKE EITHER OF THE PAYMENTS OR PERFORM ANY OF THE COVENANTS ON THEIR PART HEREBY MADE AND ENTERED INTO, THEN THIS CONTRACT MAY, AT THE OPTION OF THE PART.. OF THE FIRST PART, AND WITHOUT NOTICE TO THE SECOND PARTIES BE FORFEITED AND DETERMINED, AND THE PARTIES OF THE SECOND PART SHALL FORFEIT ALL PAYMENTS MADE BY THEM ON THIS CONTRACT, AND SUCH PAYMENTS SHALL BE RETAINED BY THE PARTY OF THE FIRST PART IN FULL SATISFACTION AND IN LIQUIDATION OF ALL DAMAGES BY IT SUSTAINED AND IT SHALL HAVE THE RIGHT TO RE-ENTER AND TAKE POSSESSION OF THE PREMISES AFORESAID, AND TO EJECT THE PARTIES OF THE SECOND PART THEREFROM WITHOUT BEING DEEMED GUILTY OF TRESPASS OR BEING REQUIRED TO BRING A SUIT OF EJECTION.

IT IS MUTUALLY AGREED THAT ALL THE COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL EXTEND TO AND BE OBLIGATORY UPON THE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

AND IT IS AGREED THAT IN CASE THE PARTY OF THE FIRST PART EVER BRINGS SUIT TO QUIET THE TITLE TO SAID PREMISES TO SAID PARTY, OR TO ADJUST THE RIGHTS OF THE PARTIES HERETO IN SAID PREMISES, THAT SAID PARTY, IF SUCCESSFUL, MAY RECOVER