

appeared before me Albert L. Douglass & Emma Douglass, his wife, to me known to be the individuals described in who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal of
Sup. Court

A. Fleischhauer

Clk. of Sup. Court, Skamania Co., Wash.

Filed for record by H. Murphy on Jan. 29 A.D. 1907 at 1:15 P.M.

A. P. Randall

County Auditor

7.90

Agreement.

This agreement made and entered into this 29th day of January, 1907, by and between Ernest S. Hatch and Lenna J. Hatch, his wife, of the City of Portland, Multnomah County, Oregon; parties of the first part, and the Standard Box & Lumber Company, a corporation having its principal office and place of business in the City of Portland, said county and state, party of the second part. Witnesseth that whereas the said parties of the first part are the owners of the real property hereinafter described, and desire to cut and log from the timber on the said premises 500,000 feet of good, merchantable fir saw logs and desire an advance of five hundred dollars (\$500.00) from the party of the second part to enable them to commence logging operations and cut and log the said timber; and

Whereas the parties of the first part have agreed to sell the said 500,000 feet of merchantable fir saw logs to the party of the second part at the contract and agreed price of seven dollars (\$7.00) per thousand feet, and further agreed to give to the party of the second part a mortgage upon the said land and timber for the securing of the repayment of the said five hundred dollars (\$500.00) and the faithful performance of this contract; now therefore These presents witnesseth that the parties of the first part in consideration of the

sum of five hundred dollars (\$500.00) advanced to them by the party of the second part, the receipt of which is hereby acknowledged have mortgaged and do hereby mortgage as security therefor the following described real property, lying, being and situate in the County of Skamania, State of Washington, to-wit:

The north half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) and lots three (3) and four (4) of section nine (9) in township two (2) north of range seven (7) east of the Willamette Meridian, containing one hundred sixty-seven and fifty-three hundredths (167.53) acres according to the official plat of the survey of the said lands, returned to the General Land Office, as security for the faithful performance of all of the terms and conditions of this agreement. The parties of the first part further undertake, promise and agree to cut and log from the said premises not less than 500,000 feet of good, merchantable saw logs, and raft the same in rafts and deliver the said rafts at a point in the Columbia River or in some arm or slough thereof where the same can be reached by tow boats of the size used in towing logs in the Columbia River and to sell the said logs when so rafted at the contract and agreed price of seven dollars (\$7.00) per thousand feet, log scale, all of the said logs to be so cut, logged and delivered on or before the first day of August, 1907.

The parties of the first part further agree that out of the purchase price of the said logs the party of the second part may retain the amount of money now advanced, together with interest thereon at the rate of seven (7) per cent per annum from the date hereof until paid.

The party of the second part hereby undertakes, promises and agrees to purchase not less than 500,000 feet of the said logs at the agreed price of seven dollars (\$7.00) per thousand feet, and to pay for the same in cash within ten (10) days after receiving notice that a raft of not less than 200,000 feet is ready for delivery and further undertake and agree to furnish boom sticks and swifter chains with which to raft the said logs, it being understood and agreed that the said logs shall be scaled at the mill of the party of the second part in the City of Portland, if the same are taken from

the above described premises within ten days after the receipt of the said notice that the logs are ready for delivery as hereinbefore provided, but if more than ten days shall elapse between the time of said notice and the time of loading of the said logs, then the said logs shall be sealed at the said premises to the end that payment therefor can be made within ten days after such notice as herein provided.

It is mutually agreed between the parties hereto that the lien of this mortgage shall extend to the logs after the same are cut and rafted. The faithful performance of all of the terms and covenants herein contained by the parties of the first part shall render this mortgage void and in the event of the failure of the parties of the first part to cut and log the said 500,000 feet of logs as herein provided, or to repay the said sum of five hundred dollars (\$500.00), shall give the party of the second part the option, upon ten days' notice to the parties of the first part either to go on to the said premises and cut and log not less than 500,000 feet of good merchantable fir logs and charge the expense of logging the same and delivering the same into rafts, to the parties of the first part and apply the proceeds thereof to the payment of such expenses and to the amount due the party of the second part, and the balance, if any, shall be paid to the parties of the first part, their heirs or assigns, or the party of the second part may elect to foreclose this mortgage in the manner provided by law and have the said premises sold for the amount due to the party of the second part, including a reasonable attorney fee and such damages and they may sustain by reason of the failure of the parties of the first part to carry out and perform their agreement.

In Witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Executed in duplicate.

Executed in presence of:

A. F. Flegel

M. Boskowitz

Ernest S. Hatch

Lenna J. Hatch

(Seal)

(Seal)

Standard Box & Lumber Company

By Charles C. Woodcock

Vice-President.

State of Oregon-

County of Multnomah } ss.

I, A. F. Flegel, Notary Public in and for

said County and State, do hereby certify that on this 29th day of January, 1907, personally appeared before me Ernest S. Hatch and Lenna J. Hatch, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary acts and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of January, 1907.

Notarial
Seal

A. F. Plegel

Notary Public for Oregon

my Commission expires January 25, 1908.

Residence at Portland therein.

Filed for record by A. F. Plegel on Jan. 30, A.D. 1907 at 11:15 P.M.

A. Fleischman

Co. Auditor.

180

Release of Contract.

Know all men by these presents, That I, Hugh Murphy, hereby transfer, sell and reconvey that certain contract for Real estate recorded on page 436, in book 1 of Agreements, records of Skamania Co. Wash. wherein H. Hazard & wife is grantor and myself the grantee, releasing hereby said Hazard & wife from all responsibility and charges on account of said contract.

Witness my hand and seal this 9th day of Feb. 1907

Witnesses:

H. Murphy.

A. Fleischman

C. C. Thayer.

Filed for record by H. Hazard on Feb. 9, 1907 at 4:30 P.M.

A. Fleischman

Co. Auditor.

0.45