

immediate possession thereof in his own right.

No intoxicating liquors permitted on said premises.

Signed, Sealed and Delivered in the presence of

H.S. Mickley

Rob't C. Prindle

E.H. Prindle (Seal)
Party of the first part.
H.A. Tatum (Seal)
Party of the second part.

Filed for record by H.A. Tatum on April 17th, 1913, at 8:30 A.M.

H. Swisher,

CO. Auditor.

EMIL WILLARD TO MAHAMA LUMBER CO.

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, Emil Willard and Barbara Willard his wife, did, by a deed dated January 22, 1903, and subsequently recorded in Book "H" on page 369, of deeds, of Skamania County, State of Washington, sell all of the fallen and standing merchantable timber upon and from the following described real estate situate, lying and being in the County of Skamania, State of Washington, to wit:

The N $\frac{1}{2}$ of the SW $\frac{1}{4}$; and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; and all of the NW $\frac{1}{4}$; all in Sec. 26, Twp. 4 N. of R. 9 E. Willamette Meridian, in which said deed it was provided that the standing and fallen timber thereupon was to be removed at any time within ten years after the date of said deed; except as to said timber on the northwest quarter thereof, which was to be removed at any time within fifteen years after the date of said deed; and, if not so removed within said date and dates, all of said timber to revert to the said parties of the first part in said instrument name, which said parties are the parties of the first part in this instrument; and

WHEREAS, the grantee in the aforesaid instrument prior to the date of the expiration of the period fixed for the removal of any or all of said timber, did, convey and assign its interest therein and thereunto; and that thereafter the Mahama Lumber Company a corporation, of the state of Washington, became the owner of said timber rights set forth in the aforesaid deed, pursuant to the terms and conditions thereof; and

WHEREAS, the right to cut and remove said timber as provided in said deed has expired and terminated, with regard to all of said real property, save and except the NW $\frac{1}{4}$ thereof, which does not expire until 1918; that all of said rights, title and interest in the balance of said real property has become vested by the terms of said deed, in the grantors in said instrument named, and who are the parties of the first part herein; and

WHEREAS, the said Mahama Lumber Company, a Corporation, is desirous of securing a revival and continuance of said right, to cut and remove the said timber from all of that portion of the above real property covered by said term of ten years limitation; and in consideration of said continuance is desirous of the further right of and to a right of way over, across and upon said real property, for the construction,

operation and maintenance thereupon, of a logging railroad, said right of way to be not less nor more than 25 feet on each side of a common center, and along a specific route to be agreed upon, fixed and selected by the parties hereto; and

WHEREAS, the said Mahama Lumber Company, a Corporation, is desirous and willing to change that period of time expiring in 1918 for removing the timber from said NW $\frac{1}{4}$ of said land to coincide with that period of extension as agreed upon by the parties hereto, and as hereinafter contained, for the removing of said timber from all of said real property; and

WHEREAS, the parties of the first part herein are willing to extend the time for the cutting and removing of said timber, and are willing that said original deed be modified as hereinafter stated, and that the rights therein lapsed by expiration of time shall be revived as herein specified, and not otherwise, and are further willing that the time heretofore fixed for removing said timber from said NW $\frac{1}{4}$ shall be modified so as to be coterminous with the rights to cut and remove said timber from the balance of said real property.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, and in consideration of the sum of \$1.00 paid by the said Mahama Lumber Company, a Corporation, designated herein as the party of the second part, unto the parties of the first part, receipt whereof is hereby acknowledged, and in the further consideration of the payment by the party of the second part to the parties of the first part, of the sum of \$800.00 on or before the First of September, 1913, and the further sum of \$800.00 on or before the date of the commencement of the cutting or removal of said timber or any part thereof from said premises, making in all the full sum of \$1600.00 gold coin of the United States of America; all of which said sum the party of the second part, its successors or assigns, hereby covenants and agrees to pay unto the parties of the first part, their heirs or assigns; based thereupon it is mutually covenanted and agreed as follows, to wit:

That the parties of the first part, by these presents, do hereby extend the period of time for the cutting and removal of said timber upon all of said real property herein described to and including May 1, 1915, and no longer; and in the event said timber is not so cut or removed from said real property on or before said date, then, in that event all of the right, title and interest of the party of the second part, its successors or assigns, in and to said timber, or any part thereof, shall utterly cease and determine, and all of said timber or any part thereof remaining upon said real property uncut or unremoved after said date shall immediately revert and re-vest in the parties of the first part, their heirs or assigns, and shall be, become and remain the sole and absolute property of the parties of the first part without any other notice or act whatsoever upon the part of the parties of the first part to be done or performed.

And the said parties of the first part, for and in consideration of the foregoing payments, covenants and agreements, said payments to be made promptly at the time and on the dates specified, time being of essence of this agreement, do hereby agree to and with the party of the second part, its successors or assigns and does hereby give

unto the parties of the second part, a right of way over, across and upon said described real property, the location of which to be fixed and determined by the parties hereto and said right of way to be used only for the purpose of the construction, operation and maintenance thereupon and thereover of a logging railroad, and to be 25 feet wide and no more on each side of a common and fixed center and said right of way to exist, continue and endure for a period of thirty years from the date of this instrument, and which said right of way shall be used solely and exclusively for the purposes herein stated, and not otherwise.

The party of the second part, for its successors and assigns, agree when said logging railroad is constructed and after all of the timber has been removed from said real property, or after the time for removing same has expired, at any time upon written notice and demand of the parties of the first part to construct upon and along each side of said right of way through the entire length of said real property a lawful fence and shall at all times maintain said fence in good repair without expense as to cost of construction or maintenance upon the part of the parties of the first part.

And the party of the second part covenants and agrees to construct and maintain at least three crossings over and across said right of way and logging railroad upon said land, at points and places to be designated by the parties of the first part, and to maintain and keep said crossings in good, safe, passable condition, and to fence and otherwise enclose and protect said crossing so that stock or cattle will be prevented thereby from straying and entering upon the road bed and right of way of the party of the second part, all to be done without expense to the parties of the first part.

The party of the second part covenants and agrees to seasonably pay all taxes provided for in that certain deed and contract heretofore described and referred to, and make a part hereof; and in addition thereto, after said right of way has been located and determined, to pay the parties of the first part on or before the first day of June of each year thereafter that certain sum for taxes upon said right of way, which said sum would be proportionate to the number of acres included in said right of way bear to the number of acres included in the whole of said real property, assessed for taxes for each of said years.

IT IS EXPRESSLY understood that if the party of the second part abandons or fails, or ceases to use said right of way for the operation of a logging railroad thereupon after same has been constructed for a period of twelve months, then, in that event, said right of way hereby granted and every part thereof shall immediately revert and revert in the parties of the first part herein.

As a further consideration for this agreement the party of the second part, its successors and assigns hereby agrees to build and maintain at its own expense, at a point on its line of said right of way, said point to be selected by the parties of the first part, a station, the said parties of the first part to grant a tract of land reasonably sufficient to construct said station upon and a switch adjacent thereto if necessary. Said land to be subject to all the terms and conditions herein contained as to said right of way.

As a further consideration for this agreement, the party of the second part, its

successors or assigns, agree to transport freight and passengers to and from said station, at the request of the parties of the first part, their heirs or assigns, at such rates as shall be reasonable, and on such schedule as will be reasonable in the operation of said railroad for logging purposes.

It is expressly understood and agreed that this contract modifies and revives the said deed heretofore mentioned and described only in the specific manner and in the particular instances in this agreement expressly noted; that all of the terms of said deed not hereby modified, altered or changed, are in full force and effect.

SHOULD the party of the second part, its successors or assigns, fail to do or perform any covenant or agreement herein contained, or fail to make any payment or part thereof, herein specified, then parties of the first part, at their option, and while said default continues, may immediately cancel, annul and terminate this contract, and any and all right, claims or interest hereunder, without any notice or other act upon the party of the first part to be performed, and all such rights, claims or interest, when so terminated, shall immediately revert and revest in the parties of the first part, their heirs or assigns.

The party of the second part, for its successors or assigns does hereby expressly covenant and agree to do and perform and to keep each and every covenant herein contained, and to pay promptly when the same shall become due, each and every sum of money herein specified.

THIS agreement expressly binds the heirs, executors, administrators or assigns of the parties of the first part, and the successors and assigns of the party of the second part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals this 2nd day of April, 1913; and the party of the second part pursuant to a resolution of its Board of Directors, duly made and adopted, has caused these presents to be executed by W.E. Mann its president, and by J. Bruce Polwarth its secretary, and its corporate seal to be hereto affixed.

Witnesses to parties of
first part:
R.W. Brock
Alden Kingman

Emil Willard (Seal)

Barbara Willard (Seal)

Witnesses for second party:
W.P. Sinnott
David Robinson.

MAHAMA LUMBER COMPANY, a Corporation
By W.E. Mann President

MAHAMA LUMBER COMPANY, a corporation
By J. Bruce Polwarth Secretary.

State of Washington)
County of Skamania.) ss.

BE it remembered that on this 2nd day of April 1913, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared the within named Emil Willard and Barbara Willard, his wife, who are known to me to be the identical persons described in, and who executed the foregoing instrument, and who severally acknowledged to me that they executed the same freely and voluntarily for the uses & purposes therein mentioned.

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

(NOTARIAL SEAL)
COMMISSION EXPIRES NOV. 8, 1914.
State of)
County of) ss.

Laura J. Wallace
Notary Public for Washington ..
residing at Cook, Wash.

On this 12th day of April, 1913, before me appeared

W.E. Mann, to me personally known, who being duly sworn, did say that he is the president of, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said W.E. Mann acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year last above written.

W.P. Sinnott

Notary Public

(NOTARIAL SEAL)

364 Filed for record by E. Willard on May 5, 1913 at 9:00 A.M.

H. Swisher,

County Auditor.

SEELEY TO GREINER

THIS AGREEMENT Made this 25th day of April 1913 by and between Frank M. Seeley of the County of Benton and State of Washington and H.M. Greiner and Alma E. Greiner of the County of Skamania and State of Washington.

Witnesseth, That whereas, the said Frank M. Seeley is the holder and owner of a certain promissory note for Eight Hundred Twenty-five Dollars, made by H.M. Greiner and Alma E. Greiner dated August 10th 1909, payable to the order of Frank M. Seeley and which note is secured by mortgage on real estate in the County of Skamania and State of Washington, recorded in the office of Auditor of said County in Book "I" of Mortgages, on page 50 having been filed for record on September 8th, 1909.

AND WHEREAS, at a special instance and request of the said H.M. Greiner and Alma E. Greiner the said Frank M. Seeley has extended and does hereby extend the time and payment of the said note and mortgage from August 10th 1913, to August 10th 1917.

NOW, THEREFORE, in consideration of said extension said H.M. Greiner and Alma E. Greiner do hereby agree with the said Frank M. Seeley to pay interest on said note from August 10th 1913, until said principal shall be fully paid, at the rate of 8 per cent per annum, payable annually on the 10th day of August in each year. Said interest being evidenced by 4 additional interest coupon notes of even date therewith.

And the said H.M. Greiner and Alma E. Greiner further agree to pay the said principal note and the said additional interest coupon notes in gold coin of the United States of the present legal standard weight and fineness, if at or before their maturity, the legal holder thereof so elects.

It is hereby further agreed that all the stipulations and provisions of said principal note and all the stipulations, provisions and covenants of the mortgage deed given to secure the same, including the power of sale therein contained, shall remain in full force and effect so far as they can be applied thereto.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands and seals the day and

year first above written.

Signed, Sealed and Delivered in Presence of

W.T. Cash } as to H.M.G.

Raymond Meigs } & A.E.G.

as to F.M.S.

H.M. Greiner (Seal)

Alma E. Greiner (Seal)

Frank M. Seeley (Seal)