

State of Oregon }  
County of Multnomah } ss.

Be it remembered that on this 7th day of May A.D. 1913, before me the undersigned a notary public within and for said county and state personally appeared A.J. Dwyer and W.F. Slaughter to me known to be the person described in and who executed the foregoing contract and acknowledged to me that they executed the same freely.

In witness whereof I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

A.J. Christopherson

My Commission expires August 19th, 1913.

Notary Public for Oregon

Filed for record by A.J. Dwyer on Feb. 17th 1914 at 8:30 A.M.

H. Swisher,  
Co. Auditor.

904

#### GIORDAN TO MACKEY.

Cape Herr, Wash. Sept. 1st 1913.

I, Carolina Giordan agree to let John J. Mackey have the use of my horse, dark brown male, about ten (10) years old, weight fourteen hundred (1400) lbs. name Colonel, for the sum of twelve (\$12.00) dollars a month, from this date Sept. 1st 1913, to be paid to me the first (1) day each month. And that John J. Mackey agrees to return same horse to me in good condition upon two (2) weeks notice.

Carolina Giordan  
John J. Mackey

Filed for record by Carolina Giordan on Mar. 6, 1914 at 8:30 A.M.

H. Swisher,  
County Auditor.

905

#### J.K. LUMBER CO. TO HAMILTON CREEK TIMBER CO. ET. AL.

THIS AGREEMENT made at Portland Ore this 27th day of January 1913, by and between the J.K. LUMBER COMPANY, a corporation organized and existing under the laws of the State of Washington, party of the first part, and the HAMILTON CREEK TIMBER COMPANY, a corporation organized and existing under the laws of the State of Washington, and the RAINIER LUMBER & SHINGLE COMPANY, a corporation organized and existing under the laws of the State of Oregon, and E.H. JUDGE, of Portland, Oregon, parties of the second part,

#### W I T N E S S E T H:

WHEREAS, said first party now owns or is about to acquire certain timber lands and to convey said timber lands as security for an issue of its bonds; and

WHEREAS, said second parties are engaged in the manufacture of timber and are desirous of obtaining the right to cut and manufacture certain timber now owned or about to be acquired by said first party, and in order to obtain such right are willing to convey to said first party certain timber now owned or controlled by them;

NOW, THEREFORE, for and in consideration of the premises and of the agreements and conditions hereinafter contained and set forth, and in consideration of the sum of one dollar (\$1.00) in hand paid by each of the parties hereto to each other, the receipt of which is hereby acknowledged, IT IS AGREED as follows:

1. The first party agrees that it now has or will acquire title to the fee of about eight thousand (8000) acres of timberland in townships two (2) and three (3) north range seven east, in Skamania County, Washington, known as the "KRIBS" or "STEPHENSON" tract, on which there is four hundred forty one million six hundred nine thousand (441,609,000) feet of timber and forty-eight million eight hundred eighty six thousand (48,886,000) feet of additional timber in section thirty-six (36) township three (3) north, range six (6) east in said county, and that it will use its best endeavors forthwith to acquire title to approximately seventy-five million (75,000,000) feet of additional timber in township three (3) north range seven (7) east in said county as may be agreed upon by the parties hereto, including the timber on the eight thousand (8000) acres of timber land above described and the said one hundred twenty-three million eight hundred eighty-six thousand (123,886,000) feet of additional timber and the ninety-three million four hundred thousand (93,400,000) feet of timber hereinafter referred to to be conveyed by the parties of the second part to the party of the first part, the first party will become the owner of six hundred fifty-eight million eight hundred ninety five thousand (658,895,000) feet of timber. The first party further agrees that as soon as it acquired title to this timber it will mortgage the same as security for an issue of bonds of said first party of an authorized aggregate amount of nine hundred thousand dollars (\$900,000), which bonds shall be handled and sold for account of said first party by F.A. Brewer & Company of Chicago, Illinois.

2. Said first party agrees that it will use and apply out of the proceeds derived from the sale of said bonds, such sums as may be necessary (not exceeding in the aggregate \$215,000.00), for the following purposes:

1. The construction of a railroad up Hamilton Creek in said Skamania County to a point about the middle of section thirty-six (36) township three (3) north range six (6) east.

2. To purchase equipment for said railroad sufficient to handle at least two hundred thousand (200,000) feet of logs per day.

3. To complete and equip logging camps with equipment sufficient to handle three hundred thousand (300,000) feet of logs per day.

4. To erect, construct and equip a sawmill to be located at a point designated by said first party in section thirty-five (35) township three (3) north, range seven (7) east, of sufficient capacity to cut at least twenty million (20,000,000) feet of lumber per annum.

5. To construct approximately two miles of railroad from the connection with the S.P. & S. railroad in said Skamania county up Rock Creek, in order to enable the



beginning of logging operations under and in accordance with the terms of this agreement.

6. To purchase and supply proper equipment for said two miles of railroad.

7. To purchase and supply logging equipment sufficient to handle twenty million (20,000,000) feet of lumber per year on Rock Creek in said Skamania county.

It is understood and agreed that the total amount of money to be furnished for all the purposes above mentioned shall not exceed the sum of two hundred fifteen thousand dollars (\$215,000), and that the second parties shall arrange for or carry on all such construction work in this paragraph referred to and arrange for or complete the purchase of the equipment in this paragraph referred to and forthwith proceed so to do immediately upon the execution and recording of the trust deed securing said issue of bonds hereinabove mentioned and agree to complete such construction and equipment on Hamilton Creek within six months after the said two hundred fifteen thousand dollars (215,000.00) shall be available to said second parties, and shall complete said construction and equipment on Rock Creek within one year after the completion of said construction on Hamilton Creek. Said first party agrees to pay over to said second parties from time to time, as it shall be needed by said second parties, moneys for such construction and equipment out of the proceeds of the sale of said bonds upon receipt from said second parties of bills therefor and certified accounts of expenditures certified and verified to be correct by the president or treasurer of the Rainier Lumber & Shingle Company.

3. The parties of the second part agree to convey to the J.K.Lumber Company before the recording of the said trust deed herein referred to, good and sufficient merchantable title to lands containing thereon approximately ninety-three million four hundred thousand (93,400,000) feet of timber, located on Hamilton Creek in township two (2) north, ranges six and seven east, and in township three (3) north, range six east, Skamania County, Washington, which land is now owned or controlled by said second parties, and which is described as follows:-

Southeast quarter section thirty-four (34) southwest quarter section thirty-five (35) township three (3) north, range six (6) east, W.M.

All of section one (1), township two (2) north, range six (6) east, W.M.

West half ( $W\frac{1}{2}$ ) section six (6),  $E\frac{1}{2}$  NW $\frac{1}{4}$  section seven (7), southwest quarter (SW $\frac{1}{4}$ ) of Southeast quarter (SE $\frac{1}{4}$ ) section seven (7), West Half ( $W\frac{1}{2}$ ) of northeast quarter (NE $\frac{1}{4}$ ) section eighteen (18) northwest quarter (NW $\frac{1}{4}$ ) southeast quarter (SE $\frac{1}{4}$ ) Section eighteen (18), township two (2) north, range seven (7) east, W.M.

All in Skamania County, State of Washington.

and the second parties hereby covenant and agree that they will repay to the J.K.Lumber Company the difference between the amount which they paid for the said lands containing ninety-three million four hundred thousand (93,400,000) feet of timber, namely, one hundred fifty-five thousand dollars (\$155,000) and the amount actually expended by said first party for the purposes in paragraph two of this agreement mentioned, in ten (10) equal annual payments, with interest on the same at six (6) per cent annually, such payments to be made on the fifteenth day of December of each year at the office of the said first party in the city of Portland, Oregon. (to be used for retiring bonds)

And said first party agrees that when said land is released from said trust deed and the timber shall be all removed therefrom that it will convey back to the parties of the second part a good and sufficient merchantable title to the fee of all of the

lands conveyed by the parties of the second part to the party of the first part for the agreed consideration of one dollar (\$1.00).

4. The first party hereby agrees to sell to the second parties and the second parties hereby agree to buy from said first party the said six hundred fifty-eight million eight hundred ninety-five thousand (658,895,000) feet of timber located on said lands now owned and to be acquired by said first party and to be conveyed by said first party to the trustees under said trust deed to secure said issue of bonds of said first party at the total agreed price of one million three hundred eighty-three thousand six hundred seventy-nine dollars and fifty cents (\$1,383,679.50) with interest thereon from January first, nineteen hundred thirteen (1913) at the rate of six per cent (6%) per annum, the interest to accumulate and both principal and interest to be paid in the following manner and rates, namely:-

For the year 1913 \$2.10 per thousand for all timber cut.

"	"	"	1914	2.226	"	"	"	"	"	"
"	"	"	1915	2.352	"	"	"	"	"	"
"	"	"	1916	2.478	"	"	"	"	"	"
"	"	"	1917	2.604	"	"	"	"	"	"
"	"	"	1918	2.73	"	"	"	"	"	"
"	"	"	1919	2.856	"	"	"	"	"	"
"	"	"	1920	2.982	"	"	"	"	"	"
"	"	"	1921	3.108	"	"	"	"	"	"
"	"	"	1922	3.234	"	"	"	"	"	"
"	"	"	1923	3.36	"	"	"	"	"	"
"	"	"	1924	3.486	"	"	"	"	"	"
"	"	"	1925	3.612	"	"	"	"	"	"
"	"	"	1926	3.738	"	"	"	"	"	"
"	"	"	1927	3.864	"	"	"	"	"	"

Said payments therefor to be made to the trustees under said trust deed until such time as all of said bonds shall have been paid and thereafter to the party of the first part by the second parties on the 10th of each month for all the logs cut in the preceding month, and final settlement to be based upon estimates which have been made upon the timber and which have been furnished to the second parties by the first party, and the second parties agree to cut in the year in which said railroad up Hamilton Creek shall be completed, at the rate of not less than 50,000,000 feet for the calendar year, and to cut not less than 50,000,000 feet of said timber during each calendar year thereafter, or in the event of failure of said second parties to cut such amounts in any year, said parties agree that they will pay to said first party the amounts above mentioned for at least fifty million (50,000,000) feet of timber for such year or years; provided, however, and it is agreed that if the conditions of the lumber market do not justify cutting, or if because of floods, fires, or other unforeseen reasons, the parties of the second part do not cut fifty million (50,000,000) feet of timber in any one year that the deficiency in the cut may be paid for at the agreed prices for that particular year out of the money which shall theretofore have been paid in by the parties of the second part from their profits, for the retirement of the bonds as hereinafter provided for in paragraph seven hereof.

5. The first party agrees to give to the second parties a right of way one hundred (100) feet wide over any and all lands owned by the first party, or which may be acquired by said first party as herein provided, for railroad purposes, with the right to log upon any and all of the lands owned by the first party and upon full performance of this contract, to convey to said second parties a good and merchantable title thereto upon the express condition that said rights of way shall be used for railroad purposes only. And said first party agrees to grant no right of way for railroad pur-



pones over any of the land owned by said first party or hereafter acquired by said first party, as above provided for, to any other person or corporation, and to give to the parties of the second part the right to use twenty acres of land in section thirty-five (35) (to be selected by the parties of the second part) for sawmill purposes during the term covered by this contract and for such additional period of time as said land shall be used for said purposes. Said first party also agrees to sell the surrounding land, if sold, subject to the rights of the second parties to use said land for said purposes.

6. It is further agreed that when the second parties shall have repaid to the first party the amount advanced by the first party for the construction of logging railroads, mills and equipment over and above the amount paid by the second parties for the timber conveyed by second parties to the first party, that such logging railroads, mills and equipment shall thereupon belong to said parties of the second part, subject however to the faithful performance of all of the covenants and agreements herein made by the second parties and subject also to the lien of said trust deed in so far as it may cover such property.

7. The second parties covenant and agree that any money that is derived from the logging and manufacture of said timber, after the stumpage price aforesaid has been paid to the first party, shall be used, (1) to provide a working capital; (2) for the extension of logging railroads and purchase of equipment therefor, together with other equipment to replace such parts of the equipment mentioned in paragraph two (2) hereof, as shall wear out or be destroyed. (3) To make the annual payments on the difference in the cost of the construction and equipment mentioned in said paragraph two and the amount which the second parties paid for the lands containing the ninety-three million four hundred thousand (93,400,000) feet of timber, namely, one hundred and fifty-five thousand dollars (\$155,000). (4) That the money shall be paid to the first party in advance for said timber to be applied by said first party in the redemption and retirement of said bonds; and said second parties agree that all profits derived from the operation of this tract of timber shall be devoted to the said purposes, and that no money derived from logging and manufacture of the said timber, after the stumpage price has been paid as aforesaid, shall be used for any other purpose. It is further understood and agreed by the parties hereto that the monthly payments as herein provided shall be made upon statements certified to and verified by the president or treasurer of the Rainier Lumber & Shingle Company, of the amount of timber which has been cut during each preceding month, and the first party shall have the right at all times to verify such statement and shall be entitled to examine all of the books and accounts of said second parties with respect to said lumber and logging operations covered by this agreement, and it is further agreed that on the fifteenth day of December of each year covered by this agreement, a checking shall be made upon the land cut by the second parties and an annual settlement made at that time by said second parties upon the basis of the estimates furnished by the first party to the second parties.

8. The second parties agree that when cutting and logging said timber they will consult with said first party and will follow the most economical and practicable plan of cutting and logging said timber considering said tract as a whole, and considering the requirement of the lumber market from time to time.

The second parties further agree that so far as practicable they will first cut the burned timber on Rock Creek in preference to the green timber and further agree when practicable to use oil burners upon all of their donkeys and locomotives used in the logging of this property and to use every precaution to prevent any fires in the timber and should the occasion demand to use all men employed by them to fight fires in the timber and to take precautions to prevent such fires.

9. The first party agrees to pay all taxes or other governmental charges at any time levied or assessed upon all land and timber now owned by said first party and to be acquired by said first party as provided for in paragraph one hereof, and said second parties agree to pay all taxes or other governmental charges at any time levied or assessed upon all land and timber now owned by them.

10. It is further understood and agreed by and between the parties hereto that this agreement may be assigned by the first party to the trustees under said trust deed securing said issue of bonds as additional security for said bonds and that said second parties shall, in the event of default under said trust deed, be liable and responsible to the trustees under said trust deed or the holders of bonds issued and outstanding under said trust deed, for the faithful performance and fulfillment of the conditions of this agreement.

11. The second parties agree that in the event of their failure to fully comply with all of the terms, conditions, and provisions of this agreement, the mill property of the Rainier Lumber & Shingle Company, now located at Rainier, Oregon, and the mill situated in section thirty-five (35), township three (3) north, range seven (7) east, Skamania county, Washington, and all of the railroad equipment, sawmill and logging equipment purchased for the logging of the lands covered by this agreement, either with funds of the first party or with funds of the second parties, shall forthwith become the property of the first party and may be used by said first party for the logging and manufacture of the logs and lumber of the timber referred to in this agreement or any other timber, and the second parties forthwith agree in the event of such default to transfer and convey all of such mill property by good and sufficient deeds of conveyance and in the event of such default of the second parties, the first party is hereby authorized to take possession of such mill property and equipment and use and employ the same, and said second parties agree not to interfere with such possession and use of said property by said first party.

12. It is further understood and agreed by and between the parties hereto that the bonds to be issued by said first party shall be dated January 1, 1913, and that the trust deed securing said bonds shall be dated January 1, 1913, and that said bonds and trust deed shall be prepared and authorized and said trust deed placed of record before April first, 1913, and that the property herein referred to shall be acquired by said first party before April 1st, 1913, and the property herein referred to conveyed by second parties to said first party before February 1st, 1913, and said second parties in order to secure the execution of this agreement by said first party and in order to obtain the benefits hereunder, hereby agree to jointly and severally guarantee each of said bonds so to be issued by said first party and endorse such guaranty on each bond.

All of the covenants, conditions and agreements herein contained, shall inure to the benefit of, and shall apply to, and bind the heirs, legal representatives, successors



and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the J.K.LUMBER COMPANY AND the HAMILTON CREEK TIMBER COMPANY and the RAINIER LUMBER & SHINGLE COMPANY have caused this instrument to be executed by their respective corporate officers thereunto duly authorized and attested by their respective corporate seals and E.H.DODGE has hereunto set his hand and seal on the date and at the place first above mentioned. Executed in quadruplicate.

ATTEST: N.A. Peery (CORPORATE) Secretary. { SEAL } J.K. LUMBER COMPANY, By Fred A. Kribs President.

WITNESSES: E.C. Bayley Wm. S. Nash

ATTEST: Ben C. Day (CORPORATE) Secretary { SEAL } HAMILTON CREEK TIMBER COMPANY, By E.H. Dodge President.

WITNESSES: E.C. Bayley Wm. S. Nash RAINIER LUMBER & SHINGLE COMPANY, By Percy Allen President.

ATTEST: Baetis Allen (CORPORATE) Secretary { SEAL }

WITNESSES: E.C. Bayley Wm. S. Nash

E. H. DODGE (Seal)

WITNESSES: as to E.H.Dodge: Alfred P. Dabson Mabel Woodworth

State of Oregon } ss. County of Multnomah }

BE IT KNOWN that on this 27th day of January A.D. 1913 before me a notary public in and for the county and state aforesaid, personally appeared Fred A. Kribs president, and N.A. Peery secretary of the J.K.LUMBER COMPANY, personally known to me to be such president and secretary, and to be the same persons who executed the foregoing instrument for and on behalf of the J.K.LUMBER COMPANY, and having by me been first duly sworn, did severally acknowledge that they signed, sealed, executed and delivered said instrument as such president and secretary as and for their free and voluntary act and deed, and as and for the free and voluntary act and deed of the J.K.LUMBER COMPANY, for the uses and purposes therein mentioned and set forth, and they did each on oath depose and say that they are respectively the president and secretary, as hereinabove stated, of said J.K.Lumber Company; that they know the corporate seal thereof; that the seal affixed to the foregoing instrument is the corporate seal of said company; that it was affixed by order of the Board of Trustees of said company duly made, and that they signed their respective names as such president and secretary by like order.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

(Notarial Seal)

My Commission expires March 22, 1914.

Wm. S. Nash

Notary Public for Oregon.

STATE OF OREGON } ss. COUNTY OF MULTNOMAH }

BE IT KNOWN, that on this 27th day of January, A.D.1913, before me a notary public in and for the county and state aforesaid, personally appeared Percy Allen president, and Baetis Allen secretary of the RAINIER LUMBER & SHINGLE COMPANY, personally known to me to be such president and secretary, and to be the same persons who

executed the foregoing instrument for and on behalf of the RAINIER LUMBER & SHINGLE COMPANY, and whose names are thereunto subscribed, and having by me been first duly sworn, did severally acknowledged that they signed, sealed, executed and delivered said instrument as such president and secretary as and for their free and voluntary act and deed, and as and for the free and voluntary act and deed of the RAINIER LUMBER & SHINGLE COMPANY, for the uses and purposes therein mentioned and set forth, and they did each of oath depose and say that they are respectively the president and secretary, as hereinbefore stated, of said Rainier Lumber & Shingle Company; that they know the corporate seal thereof; that the seal affixed to the foregoing instrument is the corporate seal of said company; that it was affixed by order of the board of trustees of said company duly made, and that they signed their respective names as such president and secretary by like order.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

My Commission expires March 22, 1914.

Wm. S. Nash.

Notary Public for Oregon.

(Notarial Seal)

State of Oregon }  
County of Multnomah } ss.

BE IT KNOWN that on this 27th day of January, A.D. 1913 before me, a notary public, in and for said county and state, personally appeared E.H. Dodge, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed, executed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

My Commission expires March 22, 1914.

Wm. S. Nash

Notary Public for Oregon.

(Notarial Seal)

State of Oregon }  
County of Multnomah } ss.

BE IT KNOWN that on this 28th day of January A.D. 1913 before me a notary public in and for the county and state aforesaid, personally appeared E.H. Dodge president, and Ben C. Dey secretary of the Hamilton Creek Timber Company, personally known to me to be such president and secretary, and to be the same persons who executed the foregoing instrument for and on behalf of the HAMILTON CREEK TIMBER COMPANY, and having by me been first duly sworn, did severally acknowledge that they signed, sealed, executed and delivered said instrument as such president and secretary as and for their free and voluntary act and deed, and as and for the free and voluntary act and deed of the HAMILTON CREEK TIMBER COMPANY, for the uses and purposes therein mentioned and set forth, and they did each on oath depose and say that they are respectively the president and secretary, as hereinbefore stated, of said HAMILTON CREEK TIMBER COMPANY; that they know the corporate seal thereof; that the seal affixed to the foregoing instrument is the corporate seal of said company; that it was affixed by order of the Board of Trustees of said company duly made, and that they signed their respective names as such president and secretary by like order.



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before the notary public and of the county of and of the state of and personally appeared the said president and the said secretary of the HAMILTON TRUST FUND COMPANY, personally known to me as a notary public in and for the state of and who executed the foregoing instrument for and on behalf of the HAMILTON TRUST FUND COMPANY, and having by me been duly sworn, did severally acknowledge that they signed, sealed, executed, and delivered said instrument as such president and secretary as and for their free and voluntary act and deed, and as and for the free and voluntary act and deed of the HAMILTON TRUST FUND COMPANY for the uses and purposes therein mentioned and set forth, and they did each and both of them severally and jointly, respectively, the president and secretary, as hereinbefore stated, personally and jointly, respectively, acknowledge that they know the corporate seal, and that the seal of the said company is as and for the corporate seal of the said company, and that the said company is duly organized, and that they signed the said instrument as such president and secretary of the said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

My Commission expires April 24, 1914.

(NOTARIAL SEAL)

Alfred P. Dobson  
Notary Public for Oregon.

Filed for record by F.H. Jones on March 13, 1914 at 8:30 A.M.

H. Swisher.

County Auditor.

J.K.LUMBER COMPANY TO HAMILTON CREEK TIMBER CO. ET AL.

THIS AGREEMENT, Made at Portland, Oregon, this twenty-sixth day of March, A.D. 1913; by and between the J.K.LUMBER COMPANY, a corporation organized and existing under the laws of the State of Washington, party of the first part, and the HAMILTON CREEK TIMBER COMPANY, a corporation organized and existing under the laws of the State of Washington, and the RAINIER LUMBER & SHINGLE COMPANY, a corporation organized and existing under the laws of the State of Oregon, and E.H.DODGE, of Portland, Oregon, parties of the second part;

W I T N E S S E T H:

WHEREAS, the parties hereto heretofore on or about the 27th day of January, A.D. 1913, made, executed and delivered a certain contract, reciting that the second parties hereto are engaged in the manufacture of timber, and are desirous of obtaining the right to cut and manufacture certain timber owned, or about to be acquired by the first