

do hereby certify that on this 3d day of August, A.D. 1914, personally appeared before me Henry Miller and Lillie Miller, husband and wife, to me known to be the individuals described in said instrument who executed the foregoing instrument and acknowledged the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 3d day of August, 1914.

E.H.Prindle

(Notarial Seal)
Commission expires Jan. 6, 1918.

Notary Public in and for the
State of Washington, Residing at Prindle, Wash.

Filed for record by H. Swisher on August 21, 1914 at 10:30 A.M.

H. Swisher
Co. Auditor.

KILGORE TO KEMP, TOMPKINS & SAMUELS

THIS AGREEMENT, made and entered into on this 4th day of May, A.D. 1914, by and between W.A. Kemp, R.O. Tompkins and E.O. Samuels, parties of the first part, and Walter S. Kilgore and Augusta Kilgore, his wife, parties of the second part, WITNESSETH:

That upon the considerations, agreements, stipulations and reservations hereinafter mentioned, the second parties agree to sell and convey to the first parties, and the first parties agree to purchase from the second parties all of the sound fir timber that will scale 12 inches or more in diameter at the small end of any 16 foot log that can be cut therefrom, now being upon the following described real estate, owned by second parties, and situated in the County of Skamania, State of Washington, to-wit: Lots 1 and 2 and the West half of the Northeast quarter of Section 17, in Township 2 North, of Range 7 East, of Willamette Meridian, containing 154.87 acres, more or less, according to the Government survey thereof.

The first parties agree to log said timber and to manufacture and remove the same from said land, within three years from the date of these presents, and to pay for the same when removed from said land, in accordance with the stipulations and reservations herein contained, and agree to log the said timber clean in the course of such logging operations. The first parties also agree to manufacture upon said land, at the saw-mill now thereon, all of the timber logged by them therefrom, and to pay for said timber and manufactured products thereof, when the same is removed from said land, the sum of \$1.75 per thousand feet and the sum of \$1.50 per thousand feet or all in excess of 3,000,000 feet for the first 3,000,000 feet of manufactured lumber and railroad ties cut and removed from said land, provided that 25 cents per thousand feet so paid to second parties for said first 3,000,000 feet of said timber shall be held by said second parties as security for full payment of said timber and shall be credited by them to first parties upon final payment and settlement hereunder in the event that first parties perform in all respects their agreements herein stipulated. The first parties further agree to pay to the second parties twenty-five (25) per cent. of the net proceeds received by them for all slabs and slabwood, cut from said timber and removed from said land and sold by them.

The first parties agree to render upon the first of each month unto each of said

second parties, and to Frank E. Vaughn, the mortgagee hereinafter named, a true memorandum of all lumber, railroad ties, slabs and slab wood, by them sold and removed from said land, together with true statement of all moneys received by them for the same, giving dates and amounts of each sale and payments and where and to whom sold, during the month preceeding the date of such statement or statements.

The first parties agree upon the receipt of any moneys or moneys for the sale of any of the timber products removed from said land to immediately deposit, or cause to be deposited, payment or payments therefor, as hereinbefore provided, in the State Bank of Stevenson, at Stevenson, Washington, said sums to be deposited to personal credits in said Bank as follows: 50 cents per thousand of the sums received for said lumber and railroad ties to the personal credit of Frank E. Vaughn, of Vancouver, Washington, to be applied by him in payment of that certain mortgage dated July 31, 1912, for the principal sum of \$825.00, payable 3 years after date with interest thereon at 8 per cent, per annum from date, held by said mortgagee, said payment deposits to be made until said mortgage with interest thereon shall be paid and satisfied in full. One-half of the remainder of the purchase price hereinbefore mentioned, together with one-half of the said twenty-five per cent. received for all sales of slabs and slabwood to be deposited to the personal credit in said bank of each of the said parties of the second parties until the said mortgage shall have been fully paid and satisfied, after which one-half of all of the payments hereinbefore provided to be deposited in said bank to the individual and personal credit of ^{each of} said parties of the second part.

The parties of the first part agree insofar as it is practicable in the transaction of their ^{said} lumber business to have said payments made direct to said bank by the vendees under their contracts for the sale of said lumber products.

The first parties further agree to pay for all or any of the timber or timber products that may be used by them at the same rate per thousand feet as is hereinbefore provided for the purchase of said timber, payments therefor to be made in the manner hereinbefore provided.

It is agreed that the first parties shall commence logging the timber upon said land and manufacturing and selling the same under the terms and stipulations of this contract, within thirty days from the date of this contract, and that they shall continue such logging and manufacturing operations until all of said timber is removed from said land. It is however agreed that such logging and manufacturing operations may be suspended by first parties within the said three years from date hereof when the said first parties are unable to obtain contracts for the sale of manufactured railroad ties at the rate of \$8.50, per thousand feet. It is further agreed that such logging and manufacturing operations may be suspended by said first parties, during the term of this contract, without effecting a rescission thereof, for not more than 90 days at any one time, and that said term may be further extended only in case it is impossible for said first parties to continue their logging and manufacturing operations on said land on account of climatic conditions, and then only during the actual continuance of such climatic conditions. The second parties hereby grant unto the said first parties the right to enter upon, occupy, and use such parts of said land, during the terms of this contract, as may be necessary for their logging operations, and the operations of said saw mill. The second parties also grant unto the first parties, for the period of five years from the date of this con-

tract, a right of way across the said described land, for a road and flume to be used by them for the purpose of removing the manufactured products of timber from adjoining lands, the grant of said right of way, however, shall be revoked and rescinded at any time in the event that the first parties fail to comply with any of their agreements relative to the purchase, manufacture, removal, and payment for said timber now on the land hereinbefore described.

The first parties further agree that in the event of their failure to perform the agreements and stipulations for the purchase of said timber hereinbefore mentioned, that the second parties shall have a lien upon any and all interest that the first parties may have in the saw-mill, donkey engines and other logging equipment on said land, and that the same shall not be removed from said land until all payments have been made by first parties as is hereinbefore provided, and in case of failure of the first parties for a period of more than 90 days to comply with their agreements and stipulations herein made, that said lien may be foreclosed and said saw-mill, donkey engines and other logging equipment may be sold by the second parties to satisfy said lien.

It is agreed that time is the essence of this contract.

It is agreed that upon the termination of this contract, unless the second parties or their said mortgagee shall have a lien thereon by virtue of the stipulations and agreements herein contained, that said saw-mill and saw-mill equipment shall be, within a reasonable time, removed from said land.

It is understood and agreed that all of the stipulations and agreements aforesaid are to apply to and bind the heirs, administrators, executors and assigns of each and all of the said parties.

The first parties agree to render unto the second parties and the said mortgagee on the 15th day of each month a full, true and accurate statement of all unpaid labor bills arising from said logging and milling operations, which may be a lien upon the products of the timber taken from said land.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to duplicate copies hereof, the day and year first above written.

Executed and delivered in
the presence of:
T.H. Ward
Blanche Avery.

W.A. Kemp (Seal)
R.O. Tompkins (Seal)
E.O. Samuels (Seal)
Walter S. Kilgore (Seal)
Augusta Kilgore (Seal)

State of Oregon, }
County of Multnomah. } ss.

THIS CERTIFIES, that on this 4th day of May, A.D. 1914, before me T.H. Ward, the undersigned, a Notary Public in and for said County and State, personally appeared W.A. Kemp, R.O. Tompkins, E.O. Samuels, Walter S. Kilgore and Augusta Kilgore, a s wife, to me known to me to be the individuals described in and who executed the within instrument, and severally acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein 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.

T.H. Ward
Notary Public for the State of Oregon,
(Notarial Seal) Residing at Portland therein.
My commission expires
December 4, 1914.

Filed for record by E.O. Samuels on Sept. 25, 1914 at 3:15 P.M.

2851 O.K. Oct 8, 1914
M.B. Stevens

H. Swisher
Co. Auditor.