

licensee in as good condition as they were in prior to the installation of said pipe line.

It is understood that the rights herein granted are personal to the licensee and his successors in office, and they shall not be assigned or transferred without the written consent of the Railway Company, first obtained.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first hereinabove written.

(CORPORATE
(SEAL OF THE S.P. & S. RY.CO.)

SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY,

WITNESSES:

By L.C. Gilman, President.

A.M. Hilmes.

Attest W.F. Turner, Secretary.

Claire E. Coyle.

L.H. Darwin State Fish Commissioner
of the State of Washington, Licensee.

Filed for record by L.H. Darwin on Dec. 21, 1915, at 9 A.M.

Chas. Kuffler
County Auditor.

KUFFLER TO DOPP.

THIS MEMORANDUM OF AN AGREEMENT, Made and entered into this 21st day of June, 1915, by and between Olive Kuffler and Freda Kuffler, of Skamania County, Washington, and parties of the first part, and W.H. Dopp, of Vancouver, Washington, party of the second part, Witnesseth, that the said parties have agreed, and by these presents do agree, as follows:

First parties hereby agree to sell, and by these presents do hereby sell, and second parties hereby agree to buy and by these presents do hereby buy, all the interest of the parties of the first part, to-wit an undivided one third interest belonging to each of said parties, in and to the merchantable timber now located, standing and being on the tract of land in Skamania County, Washington, described as the West half (1/2) of the West half (1/2) of section Twenty-three (23), Township Two (2) North of Range Six (6) East of the Willamette Meridian, excepting therefrom a strip along the west side thereof, containing two and one-half (2 1/2) acres in each forty acre tract of said land, at and for the agreed price of Twenty-eight hundred dollars (\$2800.00) on the following terms and subject to the following conditions, to-wit;

One dollar (\$1.00) cash on or before the execution of this agreement, the receipt whereof is hereby acknowledged, by the parties of the first part, and the balance at the rate of \$1.50 per thousand feet of lumber as same is removed and placed on board cars, until two million feet has been so removed, it being hereby agreed by second party that he will within thirty days from date hereof, place on said above described property, a suitable mill of approx-
cutting and operating said mill
imate capacity of thirty thousand feet per day and to begin as speedily

as possible. And party of the second part agrees to pay parties of the first part, the balance of the purchase price of their interest in said timber therein purchased, as soon as two million (2,000,000) feet of lumber have been cut and placed on board cars, and in any event to pay the whole thereof within seven months from the time of the installation of said mill and within eight months from the date hereof.

It is further agreed by party of the second part, that he will cause vouchers to be issued in favor of the parties of the first part, or as they may direct, by the purchasers of the lumber manufactured and shipped by the second party under this contract, for the said sum of \$1.50 per thousand feet, and causes same to be delivered to parties of the first part, or in accordance with their directions, as each carload is placed on board cars as aforesaid.

It is hereby further agreed between the parties hereto that party of the second part shall have two and one-half (2 1/2) years from date hereof to remove the timber herein and hereby purchased, and that party of the second part shall have necessary rights of way, during said period of time, over and across said land, with the understanding and agreement, hereby made, that the party of the second part shall pay to the parties of the first part the reasonable value of any garden destroyed by him in crossing same.

Parties of the first part further agree to hold party of the second part harmless by reason of the certain mortgage now on the land above described held by Mrs. Barara Kuffler, mother of the first parties, and will cause same to be released of record as to the timber on said land within thirty days from the date hereof.

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

Executed in the presence of
L.M.O'Bryon
Geo. E. O'Bryon.

Olive Kuffler (Seal)
Freda Kuffler (Seal)
W.H.Dopp (Seal)

STATE OF OREGON,)
County of Skamania) ss.

This is to certify that on this 21st day of June, 1915, before me, the undersigned, a Notary Public in and for the State of Oregon, personally came Olive Kuffler and Freda Kuffler and W. I. Dopp, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me 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 placed my hand and Notarial seal, the day and year in this certificate first above written.

L.M.O'Bryon

Notary public in and for the state of Oregon, residing at Portland.
My commission expires January 15, 1917.
Notarial Seal

10cents I.R. stamps cancelled 6/21/15. L.M.O.B.

Filed for record by Olive Kuffler Dec. 29, 1915. at 11:30 A.M.

Chas. H. Kuffler
County Auditor.

JACOBSEN TO HARAN

THIS AGREEMENT, Made in duplicate this 22nd day of December, 1915, between John C. Jacobsen, and Agnes M. Jacobsen, his wife, of Portland, Oregon, hereinafter called the first parties, and James A. Haran of Portland, Oregon, hereinafter called the second party. WITNESSETH: That said first parties hereby agree to sell and said second party agrees to purchase upon the terms and conditions hereinafter mentioned and for the purchase price of two thousand (\$2000.00) Dollars payable as hereinafter provided, the following described real property situate in the County of Skamania in the State of Washington, to-wit:

The South west quarter of the north west quarter and the north west quarter of the south west quarter of Section eight in Township three North of Range ten east of the Willamette Meridian, containing eighty acres of land more or less. Said purchase price shall be paid as follows: Two hundred (\$200.00) dollars in cash upon the execution and delivery of this contract, receipt of which sum is hereby acknowledged, and three hundred (\$300.00) dollars of the remainder thereof upon or before March 1, 1916, and the remainder of fifteen hundred (\$1500.00) Dollars upon or before four years from the date hereof. All deferred payments shall bear interest from the date hereof at the rate of seven per cent per annum payable half-yearly from date until paid. (Revenue Stamps 36¢ attached to notes & cancelled)

Said second party for himself, his heirs and legal representatives, hereby agrees to pay said sums of money in accordance with the terms of this agreement and in accordance with the terms of promissory notes evidencing the indebtedness for the deferred portion of said purchase price, and to pay all taxes and assessments which may hereafter fall due upon or against said real property or any part thereof or upon any improvements hereon including the taxes for the year 1915, and to keep said premises free and clear of all liens; and he hereby expressly covenants that he will not do any act by which any lien upon said real property or upon any improvements which he may place thereon shall be incurred.

It is hereby expressly stipulated and agreed that upon default in the payment of any of said deferred payments either principal or interest, the whole of said unpaid purchase price with all interest thereon shall forthwith become due and payable at the option of said first parties and payment thereof may be immediately enforced. It is hereby expressly agreed that at any time upon payment of not less than seven hundred (\$700.00) Dollars together with interest as at said upon such \$700.00 to date of such payment said second party shall be entitled to receive from said first parties or their heirs or assigns, a deed of character below indicated for twenty acres comprising either the east half of the north half or the west half of the north or the east half of the south half or the west half of the south half of the land which this agreement concerns. Said second party shall pay to said first parties, in addition to said purchase price, the sum of two and 50/100 (\$2.50 dollars as the reasonable cost of the execution of such deed for a part of said premises.