

ELLIS & SNYDER TO AALVIK & DOUMITT

THIS MEMORANDUM OF AN AGREEMENT, Made and entered into at Stevenson, Skamania County, Washington, this 29th day of October, 1915, by and between A. S. Ellis and L. B. Snyder, of Portland, Oregon, doing business under the firm name of Ellis and Snyder, parties of the first part, and Christian Aalvik and K. S. Doumitt, of Stevenson, Washington, doing business under the firm name and style of Aalvik and Doumitt, parties of the second part,

WITNESSETH, that the said parties have agreed as follows:

The parties of the first part for and in consideration of the promises and agreements of the parties of the second part hereinafter contained, hereby sell, agree to sell and the parties of the second part hereby agree to buy the following described property for the agreed price of Five thousand (\$5000.00) Dollars, on the terms hereinafter mentioned, to-wit:

The saw mill and machinery, including engine, two boilers, one edger, one log haul and all machinery now in and about the mill, also one Donkey engine and cable, all located at George's Spur, near Collins, in said County of Skamania, (excepting therefrom one planer and connections, one blower and certain belts furnished by H. L. Goodwin, said belts so excepted not to exceed the sum of \$100.00 in value,) Also all timber now standing and being on the 425 acres of land owned by parties of the first part, near said George's Spur, in Tp. 3 N. R. 9 E.W.M.

And parties of the first part agree to execute a valid bill of sale for the said property, and to grant said parties of the second part three (3) years in which to remove said timber, with an additional two years if desired, up on payment of the taxes for the said two additional years, and to grant for five years all necessary right-of-ways over and across the land of parties of the first part.

Also all the interest of parties of the first part in and to the logs now cut on said premises. Also to secure lease from R. A. Jackson covering mill site in accordance with terms heretofore agreed upon with him and assign same to parties of the second part. Also agree to execute an assignment of contract with S. P. and S. R. R. Co. for Spur at Mill to parties of the second part. Also agree to protect parties of the second part against all labor liens or attachment proceedings covering claims now existing on said plant or timber.

And the parties of the second part in consideration of the above agree to pay the parties of the first part the said sum of Five thousand Dollars (\$5000.00) in manner following, to wit: the sum of Seven hundred (\$700.00) cash in hand paid as follows, \$500.00 by said N. S. Doumitt and \$200.00 by said Christian Aalvik, receipt whereof is hereby acknowledged by the parties of the first part and the balance to be covered by promissory notes as follows,

A promissory note of said N. S. Doumitt, for Two thousand (\$2000.00) dollars, due on or before Sixty (60) days from date, with interest thereon at the rate of eight (8%) percent per annum, and a promissory note of said Christian Aalvik, for Two thousand three hundred (\$2300.00) due at the rate of \$250.00 per month until paid, said last mentioned note to be secured by a second mortgage on the 13 1/4 acre tract of land owned by said Christian Aalvik, located about 1/2 mile north of Stevenson, Washington, and chattle mortgage on the interest of the said Christian Aalvik on the mill and timber purchased hereunder. Said notes and mortgages to be executed on October 30th 1915 and to be delivered to the said parties of the first part, upon delivery to them of the aforesaid bill of sale and other instruments hereinbefore provided to be delivered by the said parties of the first part.

It is further understood and agreed by and between the parties hereto that in case said N. S. Doumitt shall fail to pay his said note in full on or before the date of maturity above mentioned, the said parties of the first part shall extend the time of payment if the balance ^{then} due thereon is not more than \$1000. and shall accept payment of said balance at the rate of not less than \$250. per month until paid.

It is further understood and agreed by the parties of the second part that they will upon delivery of the said bill of sale, apply for a policy of insurance on the said mill and machinery, in the sum of at least \$2000. payable to parties of the first part as their interest shall appear.

In Witness Whereof the parties thereto have hereunto set their hands and seals the day and year herein first above written.

Signed, sealed and delivered in
the presence of
Geo. E. O'Brien
Philip Doumitt

A. S. Ellis	(SEAL)
L. B. Snyder.	(SEAL)
N. S. Doumitt	(SEAL)
Christian Aalvik	(SEAL)

It is further understood by and between the parties hereto that first parties shall, in addition to the above promises and agreements to be performed by them, secure and deliver to the parties of the second part, a valid release from S. Swanson of the mortgage on the hereinbefore described premises and a release in proper form of the timber before mentioned from the operation of that certain deed to F. H. from L. B. Snyder, covering the land herein mentioned, which said deed is now of record, and in case the first parties fail to furnish the instruments herein agreed by them to be furnished within fifteen days from the date hereof, they shall return to the parties of the second part, the said sum of \$700.00 paid by second parties and this contract shall upon said return being promptly made, be declared cancelled and of no effect. It is further agreed that this addition shall be construed as a part of the foregoing contract. Dated the day and year hereinbefore mentioned.

Witness

A. S. Ellis.
L. B. Snyder.
N. S. Doumitt.

Filed for record by N. S. Doumitt on April 12, 1916 at 10 A.M.

Chas. H. Nello

County Auditor.

WENDORF TO MOORE

KNOW ALL MEN BY THESE PRESENTS: That We W. A. Wendorf and Helen L. Wendorf, husband and wife, for and in consideration of the sum of One Hundred (\$100.00) DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant and let unto John T. Moore the right and privilege to maintain a pipe line for conveying water across the Southeast ten (10) acres of the Southwest Quarter of the Northeast quarter of Section Sixteen (16) Township Three (3) North, of Range Ten (10) East of the Willamette Meridian in Skamania County, Washington, the pipe line to extend across the above described premises as the same is now situated and maintained on said premises, starting from near a Spring of water located on the property of Frances Benedict; The rights hereby given to maintain a pipe line across the premises to extend for a period of five years from the date of this instrument and with the right and privilege of maintaining the pipe line and to go upon the premises for the purpose of making the necessary repairs and keeping it in proper state of repair; Provided however that the said party of parties making such repairs shall be liable to the owners of the premises for any damages to said premises caused by said repairs.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 10th day of April 1916.

W. A. Wendorf.
Helen L. Wendorf.

STATE OF WASHINGTON }
COUNTY OF KLECKITAT } SS

THIS IS TO CERTIFY THAT ON THIS 10th day of April 1916 before me, a Notary Public for the State of Washington, personally appeared W. A. Wendorf and Helen L. Wendorf husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.