

## J.K. LUMBER CO. TO LINDIS.

THIS AGREEMENT made on this the 15th day of August, 1916, by and between the J.K. Lumber Company, a corporation duly organized and existing under and by virtue of the laws of the State Washington, party of the first part, and Theodore Lindis of Stevenson, Skamania County, Washington, party of the second part,

WITNESSETH, That for and in consideration of the sum of (\$6500.00) Six Thousand and fifty hundred Dollars, cash in hand paid to the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part hereby sells, conveys and warrants unto the party of the second part all the standing and fallen timber now located and being on the land of the party of the first part described as The West half ( $W\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) and the East half ( $E\frac{1}{2}$ ) of the southwest quarter ( $SW\frac{1}{4}$ ) and Section thirty five (35) township three (3) north of Range seven (7) East of the Willamette Meridian in the county of Skamania and State of Washington, together with all necessary rights of ingress and egress to and from said land together with such rights of way for flumes, skid roads or chutes as may be necessary for the purposes of removing and manufacturing said timber for a period of three years from the date hereof and also the right to place a suitable mill of capacity not to exceed 30,000 feet per day also necessary bunk houses and appliances on said premises to cut said timber and to maintain the same during said three year period, said mill to be placed and located in such manner as may be determined and agreed upon by Frederick A. Kribs of the party of the first part and the party of the second part, said mill and all equipment placed on said premises by the party of the second part to be and remain the property of the said party of the second part and to be removed by him at or before the termination of the period covered by this contract or any extension thereof.

It is understood by the parties hereto that the said above described land and timber together with a very large quantity of other land and timber in Skamania County, Washington, is covered by a trust deed or mortgage given to secure a bond issued, executed and negotiated by first party herein and others. { See missing paragraph on bottom of page 386 which was omitted when recording. }

First party also hereby agrees to indemnify and protect and reimburse second party for any and all damages or losses sustained by reason of any delinquent taxes or assessments unpaid affecting the timber hereby sold.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be ~~executed~~ executed by its President and its corporate seal to be affixed hereto and the party of the second part has hereunto set his hand and seal both the day and year hereinbefore mentioned. Executed in duplicate.

(CORPORATE SEAL OF CO.)

J.K. Lumber Company.

Witnesses:

By Fred A. Kribs, President.

E.C. Bayley.

Party of the First Part.

Geo. E. O'Brien.

Party of the second part.  
Theo. Lindis.

STATE OF OREGON,  
County of Multnomah.

I, E.C. Bayley, a Notary Public in and for the State of Oregon do hereby certify that on this 15th day of August, 1916, personally appeared before me Frederick A. Kribs, to me known to be the President of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that the seal affixed thereto is the seal of said corporation.

Given under my hand and official seal this 15th day of August, 1916.

(Notarial Seal)

E. C. Bayley.

My commission expires March 11, 1917. Notary Public for Oregon.

STATE OF OREGON,  
COUNTY OF MULTNOMAH.

THIS CERTIFIES that we, Frederick A. Kribs and W.N. Jones of Portland, Multnomah County, Oregon, are held and firmly bound unto Theodore Lindis, the party of the second part in the foregoing contract, in the sum of Eight Thousand (\$8000.00) Dollars lawful money of the United States, to be paid to the said Theodore Lindis for which payment, well and truly made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of August, 1916.

The condition of the above obligation is such that, whereas, the foregoing contract has been entered into by the J.K.Lumber Co. a corporation, the party of the first part with Theodore Lindis, the party of the second part.

NOW THEREFORE, if the said J.K.Lumber Company shall faithfully perform all the covenants and agreements made by it the foregoing contract then this ~~entire~~ obligation shall be void and of no effect else to remain in full force and virtue and we do hereby jointly and severally undertake and promise to reimburse the said Theodore Lindis for any and all damages or losses sustained by reason of the trust deed or mortgage in the foregoing contract mentioned, or by reason of any delinquent taxes or assessments unpaid affecting the timber sold by said contract, or by reason of the non-performance of any of the agreements of the party of the first part therein contained.

Signed, sealed in the presence  
of us as witnesses.

Fred A. Kribbs. (SEAL)

(SEAL)

E. C. Bayley.



STATE OF OREGON,        }  
COUNTY OF MULTNOMAH. } SS.

We, Frederick A. Kribs and W. N. Jones, being severally sworn, each for myself say: That I am a resident and freeholder within the state of Oregon and am worth the sum of Ten thousand Dollars, over and above all my debts and liabilities, exclusive of property exempt from execution.

Fred A. Kribs.

W. N. Jones.

Subscribed and sworn to before me this 15th day of August, 1916.

(Notarial Seal)

E. C. Bayley.

My commission expires March 11th, 1917.       Notary Public for Oregon.

THIS CERTIFIES that Frederick A. Kribs, representing the party of the first part, and Theodore Lindis the party of the second part, have this day, the 16th, day of August, 1916, viewed the premises on which the timber described in and sold by the foregoing contract is located, and have agreed on the location for the mill, bunk houses and appliances, as provided in said contract, at or near the northeast (NE) corner of the southwest quarter (SW $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of said section thirty five (35) Township three (3) North of Range seven (7) E. W. M.

Witness.

Fred A. Kribs.

Geo. E. O'Brien. (Omitted from page 384)       Theo. Lindis.

(First party does hereby contract and agree to reimburse the sinking fund provided for by said trust deed or mortgage for the timber embraced in this contract and in manner and time satisfactory to the Trustees; and to indemnify and protect, and reimburse second party for any and all damages or losses sustained by reason of the existence of the said trust deed or mortgage. Any timber cut by second party upon other land of the party of the first part through error shall be paid for at the rate of (\$2.50) Two and 50/100 Dollars per thousand.)

Filed for record by Mrs. Theo. Lindis on Sept. 22, 1916, at 3 P.M.

*Chas. H. Nellor*  
County Auditor.