

created by said party of the second part or his assigns.

It is understood and agreed between the parties hereto that in the event the party of the second part desires to cut any of the timber on said land before payment of the purchase price, he must first pay to said first party the sum of Twelve Hundred and Fifty Dollars (\$1,250.00) for each 40 acres from which he desires to cut and remove timber, and upon receipt of payment therefor said party of the first part shall and will give said second party the right to cut and remove timber from all lands so paid for.

And it is understood and agreed that the stipulations aforesaid are to bind the heirs, executors and administrators and assigns of the prospective parties.

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

Signed, sealed and delivered in the presence of us as witnesses:

Hiram W. Sibley (Seal)

J.E. Blazier (Seal)

W.L. Thompson as to H.W.S.

T.H. Ward.

Filed for record by Williams & Kanzler on Aug. 7th 1909 at 2:30 P.M.

A. Fleischhauer,

Co. Auditor.

J.E. Blazier to T.B. Garrison, Jr.

THIS AGREEMENT made and entered into this 7th day of August, A.D. 1909, by and between J.E. Blazier of Portland, Oregon, party of the first part, and T.B. Garrison Jr., of the same place, party of the second part, WITNESSETH:

That the party of the first part, in consideration of the payment of one dollar, the receipt of which is hereby acknowledged, and of the mutual and dependent stipulations herein contained, agrees to sell and convey unto the said party of the second part, and the second party agrees to purchase the southeast quarter (SE $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of Section seven (7); the east half (E $\frac{1}{2}$) of Section eighteen (18), and the north half (N $\frac{1}{2}$) of the north half (N $\frac{1}{2}$) of Section nineteen (19), all in Township two (2) North of Range six (6) East of Willamette Meridian, containing 520 acres, more or less; the southeast quarter (SE $\frac{1}{4}$) of Section thirteen (13) in Township two (2) North of Range five (5) East; and lots numbered two (2), three (3) and four (4), and the east half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of Section seven (7) in Township two (2) North of Range six (6) East, and the southwest quarter (SW $\frac{1}{4}$) of Section nineteen (19) Township two (2) North of Range six (6) East Willamette Meridian, and the east half (E $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of Section twenty-five (25) Township two (2) North of Range five (5) East Willamette Meridian; and also the northwest quarter (NW $\frac{1}{4}$) of Section thirty (30) Township two

(2) North of Range six (6) East Willamette Meridian; provided, however, that the said party of the first part secure a sufficient title to said northwest quarter (NW $\frac{1}{4}$) of Section thirty (30) Township two (2) North, Range six (6) East Willamette Meridian, either by deed or contract; otherwise this quarter section is to be excluded from this contract, and is not to be taken into consideration when the deed to the within described property is made, executed and delivered by the party of the first part to the party of the second party.

In consideration of the premises the party of the first part agrees to execute and deliver to the party of the second part a warranty deed to the above described property on or before two (2) years after the signing and sealing of this instrument.

It is mutually understood that this agreement is for the sale of land which is for the most part heavily timbered, and it is the intention of the parties hereto to sell the land and not the timber except on condition hereinafter named. Therefore it is mutually agreed by and between the parties hereto, that the party of the first part shall have the right to cut, log and haul off all the timber now standing or growing upon the land herein described within five (5) years from the signing and sealing of this instrument.

It is further understood and agreed by the parties hereto that the party of the first part shall have the right to go upon or across any party of the land herein described and to build bunk-houses or camps, of any description, to suit their convenience for the purpose of removing the timber standing or growing thereon, during the five year period hereinbefore provided, and to construct and build thereon railroads, side tracks, railroad spurs, wagon roads and logging roads, and to operate said roads on and through the land herein described for a period of fifty (50) years from the date of the signing and sealing of this instrument.

It is further understood and agreed by the parties hereto that the party of the second part in the cultivation and uses of the land herein described shall in no way interfere with the logging or railroad interests of the party of the first part, and that any party or parties who have purchased or shall purchase any of the timber either fallen, standing or growing on the premises herein described, shall have the same right and privileges for the purpose of logging said timber as is given the party of the first part.

It is further understood and agreed by the parties hereto that the party of the first part shall continue to pay the taxes and assessments on the above described lands until such time as the timber shall have been removed therefrom and a warranty deed made, executed and delivered by the party of the first part to the party of the second part. All taxes and assessments against the above described property which shall become delinquent prior to the execution and delivery of said deed, shall be considered an obligation which the party of the second party may pay, and any sum or sums so paid shall be deemed against the party of the first part, and shall be immediately due and payable to the said party of the second part.

It is further understood by the parties hereto that the land above described is now under contract for sale to the party of the first part, and that deferred payments for said land and the timber thereon will from time to time become due and payable by the party of the first part to the present owners of said land and timber as stip-

ulated in the several contracts. Therefore it is distinctly understood and agreed that in the event the party of the first part shall fail to make any of said payments when they shall become due, then the party of the second part shall have the right to tender and pay any sum or sums so due and payable to the present owners of the land and timber above described, and receive from them a receipt for any such payments, and any sum or sums so paid by the party of the second part shall be considered as an obligation due the party of the second part from the party of the first part, which shall be immediately due and payable, and entitle the party of the second part to all the rights, interests and privileges under the respective contracts for the sale of the land herein described as are now vested in and enjoyed by the party of the first part.

And it is further understood and agreed by the parties hereto that the party of the first part shall give to the party of the second part the privilege to buy any and all land which the party of the first part may acquire adjacent to or in the vicinity of the lands above described.

It is also understood and agreed by and between the parties hereto that this contract shall be binding upon the heirs, personal representatives, administrators, executors, successors and assigns of the party of the first part and the party of the second part.

Witness our hands and seals this 7th day of August, A.D.1909, to this instrument and duplicate hereof.

Witness:

Edw.B.Williams

J.E. Blazier (Seal)

Jacob Kanzler, Witness to T.B.Garrison Jr.

T.B.Garrison Jr. (Seal)

State of Oregon

County of Multnomah

} ss

This Certifies that on this 7th day of August, A.D.1909, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J.E.Blazier, who is known to me to be the individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(NOTARIAL)
(SEAL)

Edw. B.Williams

Notary Public for Oregon.

State of Oregon

County of Multnomah

} ss

This Certifies that on this 9th day of August, A.D.1909, before me the undersigned, a Notary Public in and for said County and State personally appeared the within named T.B.Garrison, Jr., who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and

year last above written.

(NOTARIAL)
SEAL

Jacob Kanzler,

Notary Public for Oregon.

Filed for record by Williams & Kanzler on August 12, 1909 at 8:30 A.M.

A. Fleischhauer,

Co. Auditor/

Wachter to Garwood.

This agreement made this 3rd day of September 1909 between Ignaz Wachter and Helena Wachter his wife of Stevenson Washington, parties of the first part and Jacob Garwood of Stevenson Washington party of the second part witnesseth:

That in consideration of the stipulations herein contained, the first parties hereby agree to sell, and the second party agrees to buy the following described real estate situated in Skamania County Washington to-wit: Lots six (6) and seven (7) of the Ignaz Wachter subdivision of part of the West half of the Northwest quarter of section thirty-six (36) in Township three (3) North of Range seven (7) East of W.M. as shown by the plat of said subdivision on file and of record in the office of the recorder and for said Skamania County Washington containing 13 acres more or less, for the sum of nine hundred seventy five dollars (\$975.00), on account of which the sum of seven hundred dollars is paid on the execution hereof, the receipt whereof, is her by acknowledged and the remainder to be paid one year from the date hereof with interest thereon at the rate of six percent (6%) per annum, payable annually. If said payment of the balance of the purchase price shall be in arrears for more than thirty days, the amount already paid shall be deemed forfeited without process of law. And the said parties of the first part agree that when full payment shall have been made, according to the terms of this agreement they will cause to be executed to said party of the second part his successors or assigns a good and sufficient warranty deed free from all incumbrances for the property aforesaid, including the taxes for the year 1908 but it is mutually understood and agreed that second party shall pay the taxes on the said property for the year 1909 and all assessments hereafter to be made and become due on said property. And the said second party in consideration of the premises hereby agrees that he will make punctual payment of the balance of the purchase price when it becomes due and the said parties of the first part shall have the right immediately upon failure of the second party to comply with the stipulations of this contract or any of them, to enter on the said land and take immediate possession thereof, together with the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he will surrender unto the said party of the first part the said land and appurtenances without delay or hindrance and no court shall relieve the party of the second part from a failure to comply strictly and literally with this contract.

In Witness Whereof Ignaz Wachter and Helena Wachter have executed these presents in