

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON.

That the parties of the first part agree to sell to the parties the second part, and the parties of the second part agree to purchase from the parties of the first part all timber on the following described real property situated in Skamania County, Washington, to-wit:

The South half of the Northwest quarter, and the West half of the Southwest quarter of Section fifteen (15), Township three (3) North, Range eight (8) East of the Willamette Meridian.

upon the following terms and conditions.

It is agreed that the entire purchase price for said timber shall be the sum of Two Thousand and Five Hundred (\$2,500.00) Dollars. That the sum of Three Hundred Twenty-five (\$325.00) Dollars is to be paid down at the time of the execution of this instrument and the further sum of Three (\$300.00) Dollars is to be paid before the completion of the logging of the first forty (40) acres located hereunder. Thereafter and before the commencement of the logging of the second forty acres (40) the parties of the second part are to pay to the parties of the first part the sum of Six Hundred Twenty-five (\$625.00) Dollars, and a like sum before the commencement of the logging of each forty (40) acres of the tract hereinbefore described.

The whole of the said sum of Two Thousand Five Hundred (\$2,500.00) Dollars is to be paid on or before October 1st, 1940, regardless of whether said timber is logged or not.

It is agreed that the parties of the second part shall have the period of five (5) years from and after the date of this contract to remove the timber therefrom without hindrance from sellers and as buyers deem best, and in the event said timber is not removed from said land within said period of five years then all timber on said land is to revert to the parties of the first part herein. The parties of the second part assume all risk of loss caused by fire during the life of this contract and if said timber is destroyed by fire or any portion thereof said shall Buyers to pay \$5.00 per year for privilege and while land is used during said 5 year period for right of way for logging off timber on adjacent/ not relieve the parties of the second part from completing the said contract and payment of the amounts herein specified and that the sellers shall not be responsible in any manner for any loss by fire, unless fire started by seller's negligence.

It is agreed that in the event that the timber is not removed before the 31st day of December, 1940, then in that event during all time that any timber stands on said property belonging to the parties of the second part under the terms of this contract the parties of the second part will pay all taxes and assessments levied thereon, that is, on the timber.

Time is the essence hereof and if for any reason the parties of the second part fail or refuse to keep and perform all of the conditions herein then in that event without notice at the option of the parties of the first part this agreement shall terminate and all payment made on said property shall be retained by the parties of the first part as liquidated damages herein, and all timber standing or being on said tract shall immediately revert and title thereto revert in the parties of the first part herein.

Frank Birkenfeld

Ruth Birkenfeld

Virgil Geertz

Ethel Geertz

Parties of the First Part.

Olson Bros. Lbr Co

By Ernest Olson

Parties of the Second Part,

STATE OF WASHINGTON)
County of Clark) ss.

I, Earl W. Jackson, undersigned notary public do hereby certify that on this 3rd day of