

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington,
Residing at Stevenson, therein.

Filed for record May 21, 1937 at 11-10 a.m.
by Grantee.

Mabel J. Rose
Skamania County, Clerk-Auditor.

494063

Maynard E. Kirby et ux to J. B. Laber

KNOW ALL MEN BY THESE PRESENTS That we, Maynard E. Kirby (sometimes known as Jack Kirby) and Matta Kirby, husband and wife, of North Bonneville, Skamania County, State of Washington, the parties of the first part, for and in consideration of the sum of Ten Dollars, lawful money of the United States of America, and other valuable considerations, to us in hand paid by J. B. Laber of Portland, Multnomah County State of Oregon the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his executors, administrators and assigns, all of the following described personal property, to-wit:

That certain residence building, together with all the fixtures and fittings therein contained and appurtenant thereto, which building is located upon the following described real property, to-wit:

"A plot of ground twenty-five feet North and South, by seventy-five East and West, which is known as Lot or parcel number fifteen (15) in Block numbered four (4) as shown upon the plat of Browns Court, situated in the Brown Tract, being a part of the Old Chenoweth Donation Land Claim, beginning at a point in the North line of State Road number (8) eight, 320 feet west of the Section line between Sections numbered 21 and 22, in Township 2 North, Range 7 East, Willamette Meridian, in Skamania County, State of Washington.

TO HAVE AND TO HOLD, the same to the said party of the second part his heirs executors, administrators and assigns forever. And we do, for our heirs, executors, administrators, and assigns, covenant and agree to, and with the said party of the second part, his heirs executors, administrators and assigns, to warrant and defend the sale of said property, goods and chattels hereby made unto the said party of the second part, his heirs executors, administrators and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this -----day of May, in the year of our Lord 1937.

Signed, Sealed and Delivered in the Presence
of us as Witnesses:

R. F. Hollister

Maynard E. Kirby (Seal)

Matta Kirby (Seal)

STATE OF OREGON)
County of Multnomah) ss.

THIS CERTIFIES, That on this 8th day of May A. D. 1937, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named Maynard E. Kirby and Matta Kirby, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

(Notarial seal affixed)

R. F. Hollister
Notary Public for Oregon My commission expires Jan. 1, 1941.

STATE OF OREGON)
County of Multnomah) ss.

We Maynard E. Kirby and Matta Kirby being duly sworn, depose and say that we are the sole owners of the property described in the foregoing bill of sale, and that the same is free and clear of liens and encumbrances of every kind and nature, at date of execution of said bill of sale, and the same have been paid for in full.

Maynard E. Kirby
Matta Kirby
(Signatures)

Subscribed and sworn to before me this 8 day of May A. D. 1937

(Notarial seal affixed)

R. F. Hollister
Notary Public for Oregon
My commission expires January 1, 1941.

Filed for record May 11, 1937 at 8-00 a.m.
By Bank of Stevenson.

Mable J. Russell
Skamania County, Clerk-Auditor.

#24083

Ole Peterson to Otto Judisch

Timber Contract.

This Agreement made and entered into on this 4th day of May, 1937, by and between Ole Peterson, of Cougar, in Skamania County, Washington, hereinafter designated the Owner, and Otto Judisch, of Longview, in Cowlitz County, Washington, hereinafter designated the Buyer.

Witnesseth: That, Whereas, the above named Owner owns certain timber land hereinafter described, all situated in Sections twenty-nine (29) and thirty (30), Township Seven (7) North Range Five (5), East of the Willamette Meridian, Skamania County, State of Washington, and is desirous of selling, and the above named Buyer is desirous of buying, all merchantable timber situated thereon upon the terms and conditions hereinafter set forth.

Now, Therefore, it is mutually agreed as follows:

The Owner agrees to sell and the Buyer agrees to purchase all merchantable old growth (first growth) yellow fir timber grading No. 2 or better, situated upon the following described real property in Skamania County, Washington, particularly described as follows, to-wit:

The South half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$); and the fractional North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$), also described as Lots three (3) and Four (4), all in section Twenty-nine (29), Township Seven (7) North Range Five (5) East of the Willamette Meridian;

Provided, that the Buyer may at his option cut and remove old growth timber capable of a No. 3 grade for an agreed price of One (\$1.00) Dollar per thousand.

The Owner agrees to accept and the Buyer agrees to pay the sum of Three Thousand Five Hundred (\$3500.00) Dollars cash upon the execution and delivery of this contract as stumpage for all old growth yellow fir timber upon the above described premises, provided, and it is agreed that such payment is based upon an agreed estimate of two million feet, exclusive of second growth or piling, and it is understood that the Buyer in consideration of such payment shall be entitled to a minimum of two million feet. All such timber in excess of said amount shall be paid for at the rate of Two (\$2.00) Dollars per thousand on No. 2's or better and at the price of One (\$1.00) Dollar on No. 3 logs as above stated.

It is further understood that in the event said timber does not cut two million feet of No. 2 or better timber then the Buyer shall have the right to cut sufficient second growth or red fir upon the above described premises, and also upon Lot Two (2) in Section Thirty (30), Township Seven (7) North Range Five (5), East of the Willamette Meridian, lying east of the C. C. C. Camp, but not including the area now used for park purposes, at