

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.

*Mabel 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 Tow (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



the rate of One (\$1.00) Dollar per thousand, or piling at the rate of one (1¢) per lineal foot, until the cash payment shall be fully liquidated, Provided, that the Owner may upon completion of logging operations on the old growth timber and prior to cutting second growth red fir or piling, liquidate any deficiency by repayment to the Buyer in cash, and such repayment will operate to terminate and cancel further obligation under this contract.

For the purpose of computing stumpage for all timber cut and sold under this contract the official Columbia River Log Scale shall be controlling, and payment shall be made upon the basis of, and within ten (10) Days following, water scale in raft or at purchasing mill.

The Owner shall have the right at all times to examine scale slips at the purchasing mill, and the Buyer agrees to furnish the Owner with copies thereof as the same are received.

It is mutually agreed that the Buyer shall not be compelled to take any logs that are too rough, knotty, stained and/or defective to such extent that they would not be marketable as No. 2 logs.

All timber covered by this contract shall be removed by the Buyer within one (1) year from date, but in case of unforeseen delay due to weather, road conditions, or restrictions, strikes, or Acts of God, beyond the Buyer's control, or if the timber on said premises shall not cut at least 2,000,000 feet of No. 2 logs or better, logging operations may be postponed, and the Buyer's time within which to remove timber hereunder shall be extended, up to but not to exceed a total period of three (3) years from the date hereof, and any timber not removed from said premises within such time or extension period shall automatically revert to and become the property of the Owner, his successors, heirs and assigns, without further notice, and all rights of the Buyer hereunder shall thereupon cease and determine at the expiration of said period or of the extension thereof, and the Buyer agrees at such time to promptly vacate the premises.

The Buyer will and does hereby assume all liability, cost and expense imposed by law on the owner of the land as to the timber above described relating to fire patrol, fire prevention, suppression and control, the burning and disposing of slash on said land and the regulation of logging operations and control of forest lands, and all risk of loss or destruction by fire so far as his advances are concerned.

The Buyer shall and will burn and dispose of all slashing on said land under the direction of the Supervisor of Forestry of the State of Washington, and obtain from said Supervisor and deliver to the Owner a Clearance or Certificate to the effect that such burning and disposition has been completed.

The Owner reserves for himself, his successors, heirs and assigns, the right to cross said lands by any means which may be reasonably necessary or convenient, for any purpose incident to the ownership of said lands.

The Buyer shall have the right to the use of such rights of way, as may be necessary for the removal of said timber, <sup>but</sup> shall not enter upon any enclosure as the same are now fixed and defined, or waste or destroy any cultivated fields or growing crops, except that the Buyer shall in any event be furnished a satisfactory means of ingress and egress for the removal of said timber.

The Buyer shall and will pay any manufacturers', sales, excise, privilege, or other tax or charge imposed upon or incident to this transaction, or by reason thereof, or upon the cutting, removal and sale of such timber, by any governmental authority whether by present or future enactment, and agrees to protect and save the Owner harmless from any suit or action for damages to any person, persons or property arising out of the per-

for the use of this contract.

All logs removed from said premises are to be marked and branded OP at time of removal, or by such other brand as may be adopted by the parties upon mutual consent, or by the Buyer after notice thereof to the Owner; Provided, that any brand so used shall be duly registered according to law, and during the time of its use under this contract shall not be used or use thereof permitted in any other operation, excepting cedar poles.

The Buyer further agrees that in the event any use is made of the extension provisions above or hereafter recited, whereby this contract shall remain operative for more than one year from date, the Buyer shall and will pay all taxes on old growth timber on the tracts above described, becoming due and payable during such period or periods of extension.

Any assignment or transfer of any interest of the Buyer, or his assigns, in and to this contract, shall be void unless the written consent of the Owner be first obtained, Provided that Buyer shall have the right without such consent to sublet or contract for the actual logging operations contemplated, to any responsible parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their signatures this 4th day of May, 1937.

Ole Peterson

OWNER

Otto Judisch

BUYER

STATE OF WASHINGTON )  
County of Clark ) ss.

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 4th day of May, 1937, personally appeared Ole Peterson, to me known to be the individual described in and who executed the foregoing instrument, as Owner, and acknowledged to me that he signed the same as his own free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

(Notarial seal affixed)

D. Elwood Caples  
Notary Public in and for the State of  
Washington, residing at Vancouver  
therein. My commission expires  
June 5th, 1939.

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 4th day of May, 1937, personally appeared Otto Judisch, to me known to be the individual described in and who executed the foregoing instrument, as Buyer, and acknowledged to me that he signed the same as his own free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and date in this Certificate first above written.

(Notarial seal affixed)

J. C. McCoy  
Notary Public in and for the State of  
Washington, residing at Longview,  
therein. My commission expires Jan.  
10, 1941.

Filed for record May 15, 1937 at 8-00 a.m. by J. C. McCoy.

*Mabel J. [Signature]*  
Skamania County, Clerk-Auditor.