

In presence of

John Van Zante
Dorothy Jones

Carolina Giordan (Seal)
Frank Giordan (Seal)
Catherine Bennett (Seal)

Filed for record Feb. 4, 1930 at 11:55 o'clock A. M.

G. E. Chesser
G. E. Chesser, County Auditor

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#16260
A. J. HAYNES, et ux to HERBERT M. ZIEGLER, et ux.

AGREEMENT

THIS AGREEMENT Made and entered into, this the 1st day of January, 1929, by and between A. J. Haynes and Mrs. Anna J. Haynes, husband and wife, the parties of the first part, and Herbert M. Ziegler and Isabelle H. Ziegler, husband and wife, the parties of the second part.

WITNESSETH: That for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the parties of the second part the lessors, the parties of the first part do hereby lease and let unto said parties of the second part all of their orchard property and home, including all personal property thereon, located on the Evergreen Highway West of Underwood in Skamania County, Washington, upon the following terms and conditions to-wit:

The term of this lease shall be for a period of 5 years from and after January 1, 1929 and continuing up to and including January 1, 1934, with the writers expressed agreement and understanding that this lease may be terminated at the end of any calendar year by either party should this agreement prove unsatisfactory. But in order to terminate said lease 30 days notice shall be given prior to the first day of the year.

The rental for said property is and shall be at the rate of \$1200.00 per year, from which said sum the first parties agree to pay the taxes on all of said property. And as a further consideration, second parties agree to keep the insurable property on said property insured against fire, and pay the premium, with the policy payable to first parties, in an amount equal to the insurance that is carried on said premises at the present time. It is further agreed that one-third of the total rent paid on said premises each year shall constitute and be an equity in the real estate and personal property herein leased, and as a basis for this consideration a valuation of \$20,000.00 is placed on said property.

It is further agreed that the parties of the first part shall have the right and privilege of selling said property at any time during the term of this lease, and in the event that a bonafide sale is made for \$20,000.00 or more within 5 years from date hereof while this lease is yet in force then the second party shall receive at the rate of 4% on the sale price, for the service rendered in keeping up said premises, and in addition there- to shall be entitled to a settlement on any labor performed or material furnished in producing any crop on which they have not received returns.

It is further agreed that in the event that in any year there should be a short crop or the returns from the sale of the crops shall not be sufficient to return a living for second party and for them to pay the rent on said premises, that the rent having been paid the previous year shall entitle said second parties to an extension of time on the payment of said rent until the returns are received from the sale of the next years crops, at which time the delinquent rent shall be paid.

It is further agreed that the parties of the second part shall use ordinary care in preventing fire, and shall keep up and maintain and properly care for improvements on said

premises in their present state of conditions, ordinary wear and effect of fire and elements excepted.

IN WITNESS WHEREOF, The parties to this agreement have hereunto set their hands in duplicate the day and year first above written.

Witnesses:

C. M. Copper

Anna B. Haynes

R. V. Whiteis

A. J. Haynes

STATE OF OREGON)
COUNTY of Klickitat) ss

This is to certify that on this 12 day of February 1930, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Anna B. Haynes and A. J. Haynes to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

C. M. Copper, Notary Public in
and for the State of Oregon, residing at Portland
Oregon. My commission expires Sept. 24, 1932.

Filed for record March 13, 1930 at 11:50 o'clock A. M.

G. C. Chesser

G. C. Chesser, Co. Auditor.

#16263

CENTRAL PACIFIC LUMBER CO. to H. A. Rogers, et al.

THIS AGREEMENT made and entered into on this 24th day of February, 1930, by and between CENTRAL PACIFIC LUMBER COMPANY, an Oregon Corporation, hereinafter called the first party, and H. A. Rogers and C. E. Stevens of Edmonds, Washington, hereinafter called the second parties,

WITNESSETH: That the first party, in consideration of the sum of five hundred dollars (\$500) cash, receipt of which is hereby acknowledged and further sums of money as hereinafter specified to be paid by the second parties, does hereby grant, bargain, sell and convey unto the second parties all the timber on the following described land, said timber being owned by the first party and located on the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section twenty-three (23) T $\frac{1}{2}$ 3 N R 9 E of the Willamette Meridian, County of Skamania State of Washington; and on the NE $\frac{1}{4}$ of Section 22 thereof; and on the W $\frac{1}{2}$ of the SE $\frac{1}{2}$ and the SW $\frac{1}{4}$ of Section 22, all in said Township and Range; the second parties may at their option omit from this contract the timber on the SW $\frac{1}{4}$ of the SE $\frac{1}{2}$ of Section 22 and /or the timber on the NW $\frac{1}{4}$ of the SE $\frac{1}{2}$ of Section 22 not within 1,000 feet of the summit on the north side of same, or the timber on the SW $\frac{1}{4}$ of Section 22.

The second parties hereby agree to purchase from the first party said timber to be paid for by them at the following rates for piling and logs to be cut by second parties from said land as hereinafter specified and agreed:

Piling:

1¢ per lineal foot on all pieces 12 inches at butt end and less;
1¢ per lineal foot on all pieces 14 inches at butt end and not over 49 ft;
1½¢ per lineal foot for all pieces 16 inch butt and from 50 to 65 feet long inclusive
2¢ per lineal foot for all pieces 18 inch butt and from 66 to 100 feet long inclusive
3¢ per lineal foot for all pieces 20 inch butt and over 100 feet in length;