

damaged being hereby declared to be the exclusive remedy; provided, that in case the said party shall refuse or neglect to vacate said premises after failure to make the said payment of \$800.00 as aforesaid, the party of the first part may recover in any action brought to recover said premises, his reasonable damages for such detainer together with a reasonable sum to be fixed by the Court for his attorney's fees and costs of such action.

Taxes for the year 1929 shall be paid by the party of the first part, unless conveyance is made prior to the date said taxes become a lien, in which event the said taxes shall be paid by the grantee.

Time is the essence hereof.

The party of the first part at the time of delivery of deed will furnish an abstract of title to said premises showing a merchantable title thereto.

In Testimony Whereof the parties have executed these presents in duplicate this 4th day of September 1929.

Peder G. Birkeland (Seal)

J. R. Phillips (Seal)

STATE OF WASHINGTON)
County of Skamania) ss

I, Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 4th day of September 1929 personally appeared before me Peder G. Birkeland, to em known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

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

Filed for record April 7th, 1930 at 12 o'clock.

McChesser
G. C. Chesser, Co. Auditor.

#16546

BARBARA E. WILLARD to WILLIAM C. MURPHY

THIS AGREEMENT, Made and entered into by and between Barbara E. Willard, a widow, party of the first part and William C. Murphy, party of the second part, Witnesseth:

That the party of the first part promises and agrees to sell to the party of the second part all the merchantable timber standing and being upon the following described real property in Skamania County, Washington, to-wit:

The West half of the Southwest quarter of Section 23; the Northwest quarter, the North half of the Southwest Quarter, the Southeast quarter of the southwest quarter, and the Southwest quarter of the Southeast quarter of Section 26, all in Tp 4 N R 9 E. W. M., excepting therefrom that tract sold to Skamania County, Washington, and that tract sold to B. Lewis.

for the sum of \$2.00 per thousand feet, to be paid by the party of the second part as hereinafter provided.

And the party of the second part promises and agrees to purchase the said timber from the party of the first part and to pay therefor the said sum of \$2.00 per thousand feet as follows: \$2000.00 to be paid upon delivery of these presents, upon which payment the party of the second part shall have a right to cut and take out one million feet of said

timber. The party of the second part further agrees that after the removal of said one million feet the further payment of \$2000.00 shall be made before any additional cutting and taking of timber, such payments of \$2000.00 continuing before the cutting and taking of each million feet of timber until all of the timber shall have been taken from said premises and this agreement fully complied with by the party of the second part.

The party of the second part promises and agrees that he will commence cutting and taking said timber within thirty days from the date of this agreement.

It is further understood and agreed that such cutting and taking of said timber shall commence on a forty acres as agreed upon by the party of the first part and the party of the second part.

The party of the second part promises and agrees that he will prosecute the work of cutting and removing said timber in such manner that all of such merchantable timber will be cut, taken and paid for in the immediate section of operations as said operations progress so that each government subdivision of 40 acres shall be completely cut before operations are commenced on another forty and that all of said merchantable timber upon the said premises shall be cut, removed and paid for by the party of the second part within the term of this agreement.

All of said timber shall be scaled by the Columbia River Scaling Bureau or by such other scaler as may be selected by the parties, a copy of which scale shall be furnished to the party of the first part and payment therefor at the rate of \$2.00 per thousand feet by the party of the second part.

The said party of the second part promises and agrees that he will conduct his logging operations according to approved methods, and shall leave the premises free from slashings which will cause increased fire hazard therefrom, and strictly in conformity with all laws, rules and regulations of the State of Washington; and that he will hold the said party of the first part harmless for and on account of any damage which may result from his logging operations on account of fire or otherwise.

This contract shall remain in force and effect so long as the said party of the second part shall keep and perform the terms, covenants and conditions hereof, but not longer than three years from the date hereof, and the said party of the second part promises and agrees that he will cut, take, remove and pay for all of said timber within said period of three years.

The said party of the second part further promises and agrees that he will not permit any logging liens or other incumbrance to be imposed upon or a lien against the said timber or the logs manufactured therefrom which shall become superior to the lien of the party of the first part, it being understood and agreed that title in and to said timber and the logs or other timber produces manufactured therefrom shall remain in the party of the first part until the stumpage has been fully paid as provided herein.

In case the said party of the second part shall keep and perform the covenants herein contained and shall punctually pay the stumpage price as herein provided, he shall and may have the said timber as aforesaid, but in case of his failure to keep and perform the covenants herein provided or to make the payments above specified, the party of the first part may immediately terminate this agreement and collect from the party of the second part all damages.

Time is of the essence hereof, and no acceptance of payment after the same shall become due or delay in performance of any covenant, shall constitute a waiver of this provision as to any subsequent default in payment or breach in performance. As an additional consideration the party of the second part promises and agrees to pay all taxes against

above described premises levied for the year 1930 and years subsequent thereto during the term of this agreement but the party of the first part shall pay and redeem all taxes which are now due thereon.

This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto, but shall not be assigned without the written consent of the party of the first part.

IN TESTIMONY WHEREOF, The parties have hereunto set their hands and seals this 14th day of April, 1930.

R. H. Snodgrass, Witness.

Barbara E. Willard (Seal)
Party of the First Part.
William C. Murphy (Seal)
Party of the second part.

STATE OF WASHINGTON }
County of Skamania } ss

On this 15th day of April, 1930, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara E. Willard and William C. Murphy, the parties who executed the within and foregoing instrument, and each of them acknowledged that they executed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned. Barbara E. Willard William C. Murphy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year herein first above written.

(County Auditor's Seal)

G. C. Chesser, Notary Public for the
State of Washington, residing at
Auditor of Skamania County, Washington

Filed for record April 15, 1930 at 3:30 o'clock P. M.

G. C. Chesser
G. C. Chesser, Co. Aud.

R. G. KELSO #16451 to G. A. TAYLOR

THIS AGREEMENT made and entered into this Sunday of May, 1930, by and between R. J. Kelso, party of the first part and G. A. Taylor, party of the second part, WITNESSETH:

That the party of the second part hereby agrees to purchase from the party of the first part, one 15 horse power donkey engine, in accordance with terms hereinafter set out and the party of the first part hereby agrees to sell to the party of the second part, the above described donkey engine in accordance with the terms hereinafter set out.

It is agreed and understood that the party of the second part shall pay the party of the first part for the said donkey engine, by delivering to the party of the first part, at his wood yard located at 1109 W. 12th St., Vancouver, Clark County, Washington, 65 cords of first class, first growth sound fir cord wood, all of which said 65 cords of wood to be delivered at the above designated place within ninety (90) days after the date of this agreement.

It is further understood and agreed that the party of the second part shall take possession of the above described donkey engine and use the same during the ninety days herein agreed as the time for the delivery of the said wood, but it is especially agreed that the title to the said donkey engine shall remain in the party of the first part untill the full amount of the 65 cords of wood shall have been delivered to the party of the first part.

The party of the first part hereby agrees with the party of the second part that when the full amount of 65 cords shall have been delivered as herein agreed upon, that he will execute and deliver to the party of the second part a bill of sale to the said donkey engine.