

and unfit for use and shall make such necessary additions, enlarge, and repairs in the buildings, structure and fixtures as appear necessary to keep the same in as good condition as they now are.

8. When the purchasers have paid all of the several sums of money mentioned above and complied with the terms of this agreement, then the Seller will deliver ^{to} the Purchasers, such conveyances as are necessary to convey all of the Sellers rights, title and interest in and to the property described above.

9. This agreement shall be binding upon and shall inure to the benefit of the successors in interest of the parties hereto.

In Witness Whereof, the Purchasers and the Seller have signed and delivered this agreement, this 23rd day of March, 1931.

R. C. Hallberg
Seller
W. G. Stuart
Pearl I. Stuart
Cecelia Ford
Purchasers

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 23rd day of March, 1931, A. D. personally appeared before me R. C. Hallberg, W. G. Stuart, Pearl I. Stuart and Cecelia Ford, to me known to be the individuals described as sellers and purchasers and acknowledged to me that they signed and sealed the above agreement as their free and voluntary act and deed for the uses and purposes therein mentioned.

Cedric Miller
Notary Public in and for the State of Washington. Residing in Vancouver, County of Clark, therein.

(No seal of Notary Public affixed)

Filed for record May 29, 1931 at 2-25 p.m. by W. G. Stuart

Mabel Fosse
County Auditor.

#17293

W. A. Arnold et al to J. D. Tennant et al.

1 Note due Oct. 2, 1931	1250.00	to W. A. Arnold
1 - - Dec. 2, 1931	650.00) F. A. Tribbs
1 - - June 2, 1932	1600.00)
Cash Paid	500.00	

This Agreement made this 2nd day of June, 1931, between W. A. Arnold, a widower, P. S. C. Wills, a single man, owners, and Frank A. Wachter, mortgagee, parties of the first part, and R. H. Barr and John D. Tennant, parties of the second part, witnesseth:

That for and in consideration of the purchase price to be paid as hereinafter provided the said W. A. Arnold and P. S. C. Wills, owners, do hereby agree to sell and deliver to the parties of the second part and the said Frank A. Wachter, mortgagee, hereby agrees to release from the terms of that certain mortgage dated the 1st day of August, 1930, and recorded at page 517, Book "S" of Mortgages, records of Skamania County, Washington, all the merchantable timber standing and being on Lot 3, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$, Section 3, Twp. 2 North, Range 7 E. W. M., Skamania County, Washington, said timber to be removed from said premises within two years from the date of this contract.

The said owners further promise and agree to convey unto the parties of the second part and the said mortgagee to release from the terms of said mortgage a right-of-way across said land and across other lands owned by said parties in Sections 2 and 3, township 2 North, range 7 E. W. M. and across the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 34, Township 3 North,

Range 7 E. W. M., for the term of five (5) years from the date hereof. The said road to be constructed within three (3) months and in such manner as not to interfere with or in any way damage or injure any of the lakes or ponds upon said premises or other lands owned by the parties of the first part, and to be constructed with a good grade, sufficiently graveled to carry heavy traffic, such construction being a material consideration for the execution of this agreement. Said parties of the second part shall have the exclusive use of said road for the period of five (5) years for the purpose of removing logs situated upon the above described real property and other lands purchased or owned by the parties of the second part in the vicinity. Provided, however, that the owners above mentioned, their successors or assigns, shall have the joint right to use said road in the development of the property owned by them for the use of themselves, their patrons, agents and employees for the benefit and development of said real property but such use shall not include logging operations. The easement hereby granted to the parties of the second part is for the removal of timber of which they may be the bona fide owners or they themselves have the right to remove.

The purchase price shall be payable as follows: \$500.00 cash upon delivery of these presents, the balance of said purchase price shall be evidenced by promissory notes, number one of which shall be payable to W. A. Arnold, Trustee, shall be in the sum of \$1250.00 payable on or before four (4) months from date hereof and said note may be by the said payee considered as appurtenant to and secured by this contract or may be collectible by him at his option without reference to said contract. The balance of the purchase price shall be evidenced by other notes payable to F. A. Kribs.

The parties of the second part shall have the right to the immediate possession of said premises for the purpose of constructing said road and shall have the right to remove not more than 500,000 feet of logs or other timber products before the payment of the said promissory note No. 1 payable to the said W. A. Arnold is due but should they desire to remove any timber in excess of the said 500,000 feet they shall first pay the entire amount of principal and interest evidenced by said promissory note, it being the intent and purpose that this contract shall remain executory except in so far as title to the said 500,000 feet of timber is concerned until the sum of \$1750.00 (including the cash payment of \$500.00) has been paid to the parties of the first part and that thereafter all of the timber remaining upon said premises, together with the right of way above mentioned for the terms aforesaid and subject to the provisions above mentioned, shall vest absolutely in the parties of the second part and the balance of the purchase price shall be considered to have been paid by the promissory notes above mentioned which shall be payable to the said F. A. Kribs in accordance with the terms and tenor thereof.

It is understood that all the timber shall be removed from the premises aforesaid within two (2) years after the date of this agreement and that the terms of this provision shall be considered as a limitation and not a covenant.

The said owners have other land in the vicinity of the premises above described and the parties of the second part as a personal covenant promise and agree that they will at all times save the parties of the first part harmless for or on account of any damage to the parties of the first part or to any other person or corporation or the State of Washington for or on account of any fires caused or permitted to spread by reason of the negligence of the said parties of the second part, or their assigns, and that all the laws of the State of Washington and/or rules of the State Supervisor of Forestry relating to the removal of said timber, including the proper burning or disposal of debris shall be complied with.

The parties of the second part shall pay all taxes upon said premises hereafter levied against the same until the timber has been removed at which time they will notify the parties of the first part and taxes levied against said real property shall thereafter be payable by the said parties of the first part.

Time shall be of the essence of this agreement and all rights or equities of the parties of the second part in and to the above described timber shall cease at the end of said term of two (2) years and all rights in and to the easement for road above mentioned shall cease at the end of five (5) years from the date hereof without any declaration of forfeiture being necessary.

In Testimony Whereof, the said W. A. Arnold has hereunto set his hand and seal and the said P. S. G. Wills and Frank A. Wachter have caused these presents to be duly executed by their lawful attorney-in-fact this second day of June, 1931.

W. A. Arnold (seal)
 P. S. G. Wills
 By W. A. Arnold (seal)
 His attorney in fact
 Frank A. Wachter
 By W. A. Arnold (seal)
 His attorney in fact

Parties of the first part

R. H. Barr (seal)
 J. D. Tennant (seal)
 Parties of the second part.

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 2nd day of June, 1931, personally appeared before me W. A. Arnold, who acknowledged to me that he signed and sealed the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the within named P. S. G. Wills and Frank A. Wachter as their attorney in fact.

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

(Notarial seal affixed)

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

Filed for record June 12, 1931 at 9-24 o'clock a.m. by Alex Hay

Mabel Jasse
 County Auditor.

#17309

Maggie Hanlon to D. B. Ambler et ux

THIS AGREEMENT, made in duplicate this 15th day of June A. D. 1931, by and between Maggie Hanlon party of the first part and D B Ambler and Adelle M Ambler, his wife, parties of the second part.

WITNESSETH, that in consideration of one (\$1.00) Dollar to me paid by D B Ambler and Adelle M Ambler, his wife, parties of the second part, I Maggie Hanlon party of the first part hereby grant and convey unto D B Ambler and Adelle M Ambler, his wife, parties of the second part, their heirs and assigns a perpetual right and easement to lay, maintain and repair a pipe line from a spring located in the

Northwest quarter (NW $\frac{1}{4}$) of Section Five (5) Township One (1) North Range Five East and about south forty-three degrees (43) no minutes (0') West nine hundred sixty-five (965') set more or less from the one-quarter ($\frac{1}{4}$) corner in the North line of Section Five (5) Township One (1) North Range Five (5) East.