

The parties of the first part are to cut the timber clean and entire from the said land from the place of beginning of said cutting and shall remove as they proceed all merchantable timber, both standing and down, and are not to leave any timber as the cutting progresses.

The parties of the first part agree that upon the full compliance with the terms and conditions of this agreement on the part of the parties of the second part, that they will convey the premises herein described by deed of warranty, furnishing a merchantable title thereto.

Time is the essence of this agreement and if for any reason the parties of the second part fail or refuse to keep and perform all of the terms and conditions herein, then in that event the parties of the first part shall notify the parties of the second part of such default and if said default is not remitted within a period of ten days after mailing notice by the parties of the first part to the parties of the second part at their last known postoffice address, then the parties of the first part may declare this contract forfeited and may take possession of all of said premises including all timber remaining thereon.

A. C. Hitchman
Vivian Hitchman
Parties of the first part
Joseph Young
Burrell Young
Raymond Grave,
C. E. Sampson,
Parties of the second part.

Filed for record 9/28/31 at 9-45 a.m. by A.C. Hitchman

Mabel J. Case
Skamania Co. Clerk-Auditor.

#17591

Freda A. Kuffler to Beacon Rock Logging Co.

Contract.

Whereas, Freda A. Kuffler of Portland, Oregon, is deeding and conveying to the Beacon Rock Logging Company, a Washington corporation, the following described land:

The west half of the Northwest quarter of Section twenty-three (23) township two (2) north, range six (6) East, W. M., in Skamania County, Washington,

and

Whereas, there is some merchantable timber upon the said land which by the understanding of the parties hereto is not to be conveyed or intended to be conveyed by the deed conveying the said land to the said Beacon Rock Logging Company, and

Whereas, the parties are desirous of making a contract for the sale of said timber, now therefore this agreement,

The said Freda A. Kuffler hereby sells and delivers unto the Beacon Rock Logging Company, a Washington corporation, all of the merchantable standing timber upon the following described land:

The west half of the northwest quarter of section twenty-three (23) township two (2) north, range six (6), East, W. M., in Skamania County, Washington.

The terms of the said sale of timber being as follows: The Beacon Rock Logging Company agrees to pay One Dollar (\$1.00) per thousand feet for all said merchantable standing timber, payments to be made upon the scale of the Columbia River Log Scaling and Grading Bureau; in this connection the Beacon Rock Logging Company agrees that said timber will after being cut and that it will cause said timber to be scaled promptly be promptly transported from the above described land to the Columbia River, and that after being placed in the water of the Columbia River, and that payments for said timber shall be made promptly after the same shall be scaled by the aforesaid Columbia River Log Scal-

ing and Grading Bureau.

And it is further agreed and understood that should there be less than three hundred thousand feet according to the scale herein agreed upon, that the purchaser, the said Beacon Rock Logging Company, shall pay in that event to the said Freda A. Kuffler an additional sum of money such as will amount when added to the payments for timber made at the rate of One Dollar (\$1.00) per thousand feet as provided for herein, the sum of Three Hundred Dollars (\$300.00). It being the intention of the parties that the seller shall receive not less than Three Hundred Dollars (\$300.00) for the said timber, and One Dollar (\$1.00) per thousand feet, according to the scale for all timber in excess of three hundred thousand feet.

The said timber shall in any event be entirely logged and scaled and paid for as hereinbefore provided for, at the expense of the purchaser within ten months from the date hereof.

Dated this 18th day of August, 1931.

Freda A. Kuffler, Seller

Beacon Rock Logging Company
By R. H. Barr, President.

Filed for record Oct. 10, 1931 at 10-24 a.m. by W. A. Arnold.

H. H. H. H. H.
Skamania Co. Clerk-Auditor.

#17601

Walter Duggan to John B. Pauley et al

This Agreement, Made in duplicate and entered into this 7th day of July, A. D. 1930, between Walter Duggan, a bachelor, of Cape Horn, Washington, hereinafter called Vendor, and John B. Pauley and Edith G. Pauley, husband and wife, of Vancouver, Washington, hereinafter called Vendees, Witnesseth:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, Vendor agrees to sell, and Vendees agree to purchase, all the following described real property situate in the County of Skamania, State of Washington, to-wit:

The West half ($W\frac{1}{2}$) of Fractional northwest quarter ($NW\frac{1}{4}$) of Section three (3) in township one (1) north, of range five (5) east of Willamette Meridian, containing 80 acres, more or less,

for the sum of Sixty-five Hundred dollars (\$6500.00), upon which has been credited the sum of \$1950.00, being the equity of the Vendees in the East $21\frac{1}{2}$ feet of Lot five (5) and the West $14\frac{1}{3}$ feet of Lot six (6) in Block five (5) Columbia Addition to the City of Vancouver in Clark County, Washington, conveyed by the Vendees to the Vendor; and the Vendees promise and agree to pay to Vendor at the United States National Bank, in Portland, Oregon, the balance and remainder of \$4550.00 with interest thereon at six per cent per annum payable on the 1st day of November of each year, in seven annual installments of not less than \$500.00 in any one payment. Each payment so made to be applied, first to interest then accrued, then to principal; the first installment to be paid on November 1, 1931, and a like payment on the first day of November of each year thereafter, except the last year when the entire balance shall be due and payable and with interest shall be paid.

And Vendees, in consideration of the premises, hereby agree that they will regularly and seasonably pay all taxes and assessments for the year 1930, and which may be hereafter lawfully imposed on said premises. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above-described premises.

In case Vendees, their legal representatives or assigns, shall pay the several sums