

J. T. HAFLEY ET UX TO WALTER GORY
LEASE

J. T. HAFLEY AND LULU HAFLEY, HIS WIFE, OWNERS OF A CERTAIN SPRING OF WATER ON THEIR FIVE ACRE TRACT OF LAND LOCATED IN SEC. ELEVEN, TP. ONE NORTH RANGE FIVE EAST W. M., LEASE TO WALTER GORY FOR THE TERM OF SEVENTY-FIVE YEARS FOR THE SUM OF SEVENTY-FIVE DOLLARS CASH DOWN. SAID SPRING IS 336 FEET WEST OF THE S. E. CORNER OF ABOVE DESCRIBED TRACT OF LAND.

IT IS UNDERSTOOD THAT WALTER GORY SHALL HAVE THE RIGHT OF CONDUCTING WATER IN IRON PIPES $1\frac{1}{2}$ IN IN DIAMETER FROM SAID SPRING ACROSS ABOVE DESCRIBED TRACT OF LAND A DISTANCE OF 434 FEET TO THE COUNTY ROAD AND THAT THE PIPES SO USED SHALL BE PLACED IN THE GROUND TO A DEPTH OF AT LEAST 18 INCHES.

IN WITNESS WHEREOF, THE ABOVE PARTIES HAVE SET THEIR HANDS THIS 27TH DAY OF JANUARY, 1925.

J. T. HAFLEY

MRS. LULU HAFLEY

FILED FOR RECORD AT 1 P. M., MARCH 3, 1925, BY WALTER GORY

W. G. Smith
COUNTY AUDITOR
BY *Edy B. Smith* DEPUTY

C. O. WILLIAMS ET UX TO WESTERN HARDWOOD MILLS CO. ET AL

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN C. O. WILLIAMS AND AMANDA WILLIAMS, HUSBAND AND WIFE, PARTIES OF THE FIRST PART, AND THE WESTERN HARDWOOD MILLS COMPANY, A CORPORATION, OF PORTLAND, OREGON, PARTY OF THE SECOND PART AND THE DOERNBACHER MANUFACTURING COMPANY, OF PORTLAND, OREGON, PARTY OF THE THIRD PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART PROMISE AND AGREE TO SELL AND CONVEY, AND BY THESE PRESENTS TO BARGAIN, SELL AND CONVEY UNTO THE WESTERN HARDWOOD MILLS COMPANY, PARTY OF THE SECOND PART, ALL ALDER AND MAPLE TIMBER MEASURING OVER TEN INCHES IN DIAMETER, STUMP MEASUREMENTS, STANDING AND BEING ON THE

EAST HALF OF THE SOUTHEAST QUARTER, EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER EXCEPTING ONE AND ONE-HALF ACRES TO SCHOOL DISTRICT No. 23; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER EXCEPTING THOSE TWO TRACTS OF LAND HERETOFORE DEEDED TO A. PETERSON AND E. L. MARBLE RESPECTIVELY, CONTAINING IN ALL $328\frac{1}{2}$ ACRES.

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

AND THE SAID PARTY OF THE SECOND PART FOR AND IN CONSIDERATION OF THE PREMISES, PROMISES AND AGREES TO PAY THEREFOR THE SUM OF TWO THOUSAND AND NO/100 (\$2000.00) DOLLARS ON OR BEFORE APRIL 2ND, 1925.

AND THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES THAT THEY WILL IMMEDIATELY COMMENCE LOGGING OPERATIONS UPON SAID PREMISES AND WILL PROSECUTE THE SAME DILIGENTLY TO COMPLETION AND WILL REMOVE THEREFROM ALL OF SAID MERCHANTABLE

TIMBER WITHIN EIGHTEEN (18) MONTHS FROM THE DATE HEREOF, AND THAT THEREAFTER ALL RIGHTS OF THE SAID PARTY OF THE SECOND PART IN AND TO SAID TIMBER SHALL CEASE AND BE DETERMINED AND THE TITLE THERETO SHALL REVERT AND REVEST IN THE SAID PARTIES OF THE FIRST PART WITHOUT ANY SUIT OR FORFEITURE OR ANY OTHER ACTION OR PROCEDURE BEING NECESSARY OR REQUIRED.

AND THE SAID PARTY OF THE SECOND PART FURTHER PROMISES AND AGREES THAT IT WILL PAY TO THE SAID PARTIES OF THE FIRST PART OR ON THEIR ACCOUNT AS HEREIN PROVIDED, THE SUM OF \$5.00 PER THOUSAND FEET FOR ALL TIMBER CUT UPON SAID PREMISES BEFORE THE SAME IS SHIPPED FROM SKAMANIA, WASHINGTON, SAID PAYMENTS TO BE MADE UPON SCALE AT THE BANK OF THE COLUMBIA RIVER BEFORE SHIPMENT AND THAT IN ANY EVENT IT WILL PAY OR CAUSE TO BE PAID, THE FULL SUM OF \$2000.00 PURCHASE PRICE THEREFOR ON OR BEFORE APRIL 2ND, 1925 AS ABOVE PROVIDED. SAID PAYMENTS OF \$5.00 PER M TO BE CREDITED ON THE PURCHASE PRICE OF \$2000.00 AFORESAID,

THE SAID PARTY OF THE SECOND PART HEREBY PROMISE AND AGREE THAT THE SAID PARTIES OF THE FIRST PART SHALL AND MAY HAVE THE TOPS OF ALL TREES CUT BY THE SAID PARTY OF THE SECOND PART AND NOT USED BY IT FOR SAW LOGS; AND SHALL AND MAY HAVE ALL UNMERCHANTABLE TIMBER UPON SAID PREMISES LEFT BY SAID PARTY OF THE SECOND PART STANDING THEREON, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT THE SAID PARTIES OF THE FIRST PART MAY CUT THE SAID TIMBER INTO CORD WOOD WITHIN THE SAID PERIOD OF 18 MONTHS PROVIDED THAT THE SAME SHALL BE DONE IN SUCH MANNER AS NOT TO INTERFERE WITH THE OPERATIONS OF THE SAID PARTY OF THE SECOND PART.

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED THAT FOR ALL TIMBER CUT AND REMOVED FROM THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID, THE PAYMENT OF \$5.00 PER THOUSAND FEET AS ABOVE SPECIFIED, SHALL BE MADE DIRECTLY TO THE PARTIES OF THE FIRST PART BUT FOR ALL TIMBER CUT UPON THE OTHER PORTIONS OF SAID LAND, THE SAID \$5.00 PER THOUSAND, PAYMENTS SHALL BE MADE TO THE SECRETARY-TREASURER OF THE SKAMANIA COUNTY FEDERAL FARM LOAN ASSOCIATION AT STEVENSON, WASHINGTON, TO BE APPLIED BY HIM UPON THE SAID FARM LOAN MORTGAGE AGAINST SAID PROPERTY AS DIRECTED BY THE SAID FEDERAL LAND BANK OF SPOKANE, WASHINGTON.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THERE IS EXCEPTED FROM THE TERMS OF THIS CONTRACT, TWO CERTAIN MAPLE TREES, SAID TREES SITUATED UPON THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND STANDING NEAR THE OLD HOUSE SOUTH OF THE S. P. & S. RAILWAY TRACK, WHICH SAID TREES ARE NOT TO BE CUT BY THE SAID PARTY OF THE SECOND PART NOR INJURED BY OPERATION IN LOGGING TIMBER UPON SAID PREMISES.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

AND THE SAID PARTY OF THE THIRD PART HEREBY COVENANTS AND AGREES TO AND WITH THE SAID PARTIES OF THE FIRST PART, THAT IT HAS A BENEFICIAL INTEREST IN THIS CONTRACT AND THAT FOR AND IN CONSIDERATION OF THE EXECUTION THEREOF AND THE PERFORMANCE OF THE SAID PARTIES OF THE FIRST PART OF THE COVENANTS HEREIN CONTAINED, THE SAID PARTY OF THE THIRD PART DOES HEREBY GUARANTEE THE PERFORMANCE OF ALL AND SINGULAR THE TERMS AND CONDITIONS HEREOF BY THE SAID PARTY OF THE SECOND PART AND ON OR BEFORE APRIL 2ND, 1925 AND THE PAYMENT OF SAID SUM OF \$5.00 PARTICULARLY THE PAYMENT OF THE SUM OF \$2000.00 PER THOUSAND FEET TO BE CREDITED UPON SAID PURCHASE PRICE AS HEREINABOVE PROVIDED.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THIS 2ND DAY OF APRIL 1924.

{CORPORATE
SEAL }

C. O. WILLIAMS
AMANDA WILLIAMS
WESTERN HARDWOOD MILLS COMPANY
FRANK J. TAYLOR
SECRETARY.
DOERNBACHER MANUFACTURING COMPANY

PRESIDENT.

FOR VALUE RECEIVED AND IN CONSIDERATION OF THE TERMS AND CONDITIONS
HEREAFTER TO BE PERFORMED, WE HEREBY ASSIGN THE WITHIN CONTRACT TO LOUIS PEARSON.
IT IS UNDERSTOOD AND AGREED THAT HE IS CONVERSANT WITH ALL THE TERMS AND CONDITIONS
HEREINBEFORE CONTAINED AND ASSUMES ALL LIABILITY AS UNDER THIS CONTRACT AND AGREES
TO ACCEPT ITS TERMS AND CONDITIONS.

DATED AT PORTLAND, OREGON, THIS 18TH DAY OF APRIL, 1924.

{CORPORATE
SEAL }

WESTERN HARDWOOD MILLS,
BY FRANK J. TAYLOR
SECY.

STATE OF WASHINGTON, {
COUNTY OF SKAMANIA. } ss.

I, THOMAS REATH A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY
CERTIFY THAT ON THIS 2D DAY OF APRIL 1924 PERSONALLY APPEARED BEFORE ME C. O.
WILLIAMS AND AMANDA WILLIAMS, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS
DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED
TOME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND
PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL
SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

{NOTARIAL
SEAL }

THOMAS REATH
NOTARY PUBLIC FOR WASHINGTON,
RESIDING AT SKAMANIA WA THEREIN.

IN CONSIDERATION OF A LETTER DATED APRIL 18TH, 1924 ATTACHED TO THE COPY
OF THIS CONTRACT HELD BY C. O. WILLIAMS, THE EXECUTION OF THIS CONTRACT BY THE
DOERNBACHER MANUFACTURING CO. IS HEREBY WAIVED. ASSIGNMENT ENDORSED THEREON TO
LOUIS PEARSON IS HEREBY APPROVED, PROVIDED; IT IS MUTUALLY UNDERSTOOD THAT THE SAID
SECOND PARTY OR THE SAID LOUIS PEARSON SHALL PAY OR CAUSE TO BE PAID THE FULL CON-
SIDERATION OF \$2000.00 FOR SAID TIMBER, REGARDLESS OF SCALE, ON OR BEFORE APRIL
2ND, 1925.

C. O. WILLIAMS
AMANDA E. WILLIAMS
LOUIS PEARSON

FILED FOR RECORD MARCH 11, 1925, AT 2-30 P.M. BY C. O. WILLIAMS

Will G. Smith
COUNTY AUDITOR
BY *Edy Smith* DEPUTY