

(SEAL)
PARTY OF THE SECOND PART.

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

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 28TH DAY OF JANUARY 1925 PERSONALLY APPEARED BEFORE ME HARRY HAZARD AND LOTTIE HAZARD, HIS WIFE, TO ME PERSONALLY KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY 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 MARCH 16, 1925, AT 3 P.M. BY MRS. C. T. SMITH

W. A. Mitchell
COUNTY AUDITOR
BY *Raymond C. Sly* DEPUTY

IRA FOSTER TO ED CANOOSE

THIS AGREEMENT, MADE THIS 17TH DAY OF MARCH 1925 BY AND BETWEEN IRA FOSTER, PARTY OF THE FIRST PART AND ED CANOOSE, PARTY OF THE SECOND PART, WITNESSETH;

WHEREAS, THE PARTY OF THE FIRST PART IS THE OWNER OF A ONE HALF INTEREST IN A CERTAIN CONTRACT WHEREIN F. M. MCKELVY AND H. B. SMITH ARE THE PARTIES OF THE FIRST PART AND IRA FOSTER AND HERBERT MOKLER ARE THE PARTIES OF THE SECOND PART, FOR THE PURCHASE OF CERTAIN SAW LOGS, TIMBER AND WOOD LYING AND BEING UPON THE RANCH KNOWN AS THE ATTWELL RANCH NEAR STEVENSON, WASHINGTON, AND

WHEREAS, THE PARTY OF THE FIRST PART HEREIN DESIRES TO TRANSFER AND ASSIGN TO THE PARTY OF THE SECOND PART, ALL HIS RIGHT, TITLE AND INTEREST IN AND TO THE SAID SAW LOGS, TIMBER AND WOOD NOW CUT OR WHICH MAY HEREAFTER BE CUT UNDER AND BY VIRTUE OF THE TERMS OF SAID CONTRACT.

NOW THEREFORE, THIS AGREEMENT WITNESSETH; THAT THE SAID PARTY OF THE FIRST PART DOES CONVEY, ASSIGN, TRANSFER AND SET OVER UNTO THE SAID PARTY OF THE SECOND PART, ALL HIS RIGHT, TITLE AND INTEREST ON AND TO THE SAW LOGS, WOOD AND OTHER PRODUCTS NOW MANUFACTURED OR WHICH MAY HEREAFTER BE MANUFACTURED UNDER AND BY VIRTUE OF THE TERMS OF THE AFORESAID CONTRACT, TOGETHER WITH ALL PROCEEDS FROM THE SALE THEREOF, PROVIDED HOWEVER, AND IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THE SAID PARTY OF THE FIRST PART SHALL CONTINUE TO PERFORM THE TERMS AND CONDITIONS OF THE CONTRACT ABOVE MENTIONED AND WILL SEASONABLY CUT ALL THE STANDING TIMBER UPON THE PREMISES MENTIONED IN SAID CONTRACT AS PROVIDED THEREIN AND WITHIN THE TIME LIMIT THEREIN PROVIDED AND WILL PLACE THE SAME IN THE BOOMS FOR SHIPMENT AS PROVIDED IN SAID CONTRACT; THAT THE SAID PRODUCE SHALL BE SOLD AND THE SAID PARTY OF THE FIRST PART MAY COLLECT THE PROCEEDS FROM SUCH SALE FROM THE PARTY OR PARTIES TO WHOM THE SAME IS SO SOLD, PROVIDED FURTHER THAT THE SAID PARTY OF THE FIRST PART SHALL AND MAY RECEIVE FROM THE PARTY OF THE SECOND

PART A SUFFICIENT AMOUNT THEREOF, IN CASE THERE BE SUFFICIENT, TO PAY ALL LABOR, STUMPAGE OR OTHER LIENABLE CLAIMS, THE BALANCE TO BE RETAINED BY THE PARTY OF THE SECOND PART.

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD THAT THE SAID PARTY OF THE SECOND PART SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDEBTEDNESS INCURRED BY THE SAID PARTY OF THE FIRST PART OR BY THE SAID HERBERT MOKLER, OTHER THAN THE ABOVE MENTIONED LIENABLE CLAIMS WHICH SHALL BE PAID FROM THE PROCEEDS OF THE SALE OF SAID TIMBER PRODUCTS AND SAID PARTY OF THE SECOND PART SHALL NOT BE OTHERWISE LIABLE OR RESPONSIBLE FOR THE PAYMENT OF THE SAME.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THESE PRESENTS SHALL BE CONSTRUED AS AN ASSIGNMENT OF THE PROCEEDS OF SAID SALE AND SHALL BE AUTHORITY FOR ANY PERSON PURCHASING OF SAID TIMBER PRODUCTS TO PAY THE PROCEEDS THEREOF OTHERWISE BELONGING TO THE SAID PARTY OF THE SECOND PART, THE SAID ED CANOOSE.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

IRA FOSTER (SEAL)

FLORENCE FOSTER (SEAL)

STATE OF WASHINGTON, ()
COUNTY OF SKAMANIA.) ss.

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ON THIS 28TH DAY OF MARCH 1925, PERSONALLY APPEARED BEFORE ME IRA FOSTER, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE 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 IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

RAYMOND C. SLY
NOTARY PUBLIC FOR WASHINGTON,
RESIDING AT STEVENSON THEREIN.

MEMORANDUM OF AGREEMENT, BETWEEN ED CANOOSE, PARTY OF THE FIRST PART IRA D. FOSTER, PARTY OF THE SECOND PART, WITNESSETH. THAT,

WHEREAS, THE PARTIES HERETO HAVE ENTERED INTO A CONTRACT FOR THE ASSIGNMENT OF THE PROCEEDS FROM THE SALE OF CERTAIN LOGS, TIMBER AND WOOD BEING CUT UPON THE ATTWELL RANCH NEAR STEVENSON, WASHINGTON.

THIS MEMORANDUM WITNESSETH, THAT IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT IN CASE THE PROCEEDS COLLECTED BY THE SAID ED CANOOSE AS PROVIDED IN SAID CONTRACT SHALL EXCEED THE AMOUNT OF THE INDEBTEDNESS OF THE SAID IRA D. FOSTER TO THE SAID ED CANOOSE, THEN AND IN THAT EVENT, THE SURPLUS SO COLLECTED, SHALL BE PAID OVER TO THE SAID IRA D. FOSTER, OR HIS ASSIGNS.

DATED THIS 31ST DAY OF MARCH 1925.

ED CANOOSE

I. D. FOSTER

FILED FOR RECORD APRIL 10, 1925, AT 2 P.M. BY ED CANOOSE

Nell G. Mitchell
COUNTY AUDITOR
BY *Eddy P. Mitchell* DEPUTY