Filed for record May 4, 1956 at 2-20 p.m. by H. A. Schmitt.

Skamenia County, Clerk-Aud.

#22238

Ralph H. Hinds to Frank F. Thompson

## AGREEMENT

Between Ralph H. Hinds known herein as the party of the first part and Frank F. Thompson, known as the party of the second part, the party of the second part agree to buy one hundred cord of stumpage at \$1.00 per cord and cut according to demand and as ordered by the party of the first part, and to sell to the party of the first part and no other, the following prices are agreed upon, for 16 inch wood \$2.75 per cord, and four foot wood at \$2.25 per cord.

It is also agreed that all wood is to be placed so that it can be loaded on a truck. This agreement can be cancelled by either party with in ten days notice.

Signed and agreed upon this 1st day of April, 1936.

Witnessed

Andy Carroll

Ralph H. Finds Party of the first part

C. F. Thompson
Party of the second part

File for record May 7, 1936 at 3-35 p.m. by Gladys Guptill.

Malogo assertion Skamenia/County, Clerk-Aud.

#22279-A

T. A. Ryan to DuBois Lumber Co.

## CONDITIONAL SALES AGREEMENT

THIS AGREEMENT, Made and entered into this 13 day of May, 1936; by and between T. A. Ryan, as party of the first part, hereinafter referred to as the vendor, and the DuBois Lumber Company of Vancouver, Washington, as party of the second part, hereinafter referred to as the vendee.

WITNESSETH: The vendor hereby agrees to sell, and the vendee hereby agrees to purchase all of the following described personal property, to-wit:

Approximately 1,000,000 feet of logs, being all of the logs now cut and in the Columbia River at the vendor's boom near Stevenson, Washington.

Also, nine (9) rafts of logs just east of the Cascade Locks on the Oregon side of the Columbia River, said nine rafts comprising a total of approximately 500,000 feet.

The purchase price for the said logs is the sum of \$11.00 per thousand feet, as scaled at the vendee's mill a t Vancouver, Washington, said scaling to be done by a representative of the Columbia River Loggers Bureau, and the expense of scaling shall be paid by the vendee.

It is understood and agreed that the vendee has now advanced and paid to the vendor the sum of \$7500.00 upon the purchase price of the logs, receipt whereof is hereby acknowledged by the vendor, and the vendee agrees to pay further sums on account, as may be necessary to pay lienable claims, including cost of transporting logs to the vendee's mill, said additional payments not to exceed the sum of \$7000.00. All sums now advanced by the vendee, or that may be hereafter advanced, shall bear interest at the rate of 7% per annum until the logs have been delivered as herein provided, or in the event the logs have been delivered and paid have been repaid.

Should the sum due the vendor after the logs are scaled exceed the sum of \$7500 paid to the vendor, plus the advances made by the vendee, then the difference shall be paid

in cash to the vendor, and should the value of the logs as delivered to the mill be less than the amount of advences and payments made, then the vendor shall repay the difference in cash to the vendee.

it is understood and agreed that the logs are being held east of the Cascade Locks due to inablility to wransport them through the Bonneville Dam construction, and the vendor agrees that he will proceed to bring the logs through said dam and to the plant of the vendee at the cartiest possible date permitted by the United States Engineers and/or the condition of the river, and that all costs of preserving said logs in the meantime, keeper's fees, etc. shall be borne and paid for by the vendor, it being the intent hereof that all loss for any reason or expense shall not be a charge against the vendoe.

The vendor agrees that he will use all means necessary to preserve and protect said logs until delivery to the vendee.

The vendor further agrees that he will keep an accurate record of all costs and items of expense that may be lienable claims against said logs, and shall furnish such information to the vendee when required by said vendee.

Time and exact performance are of the essence of this agreement, and in case of the failure of the vendee to make any payment or keep any covenant herein provided for, this contract may be forfeited and canceled at the option of the vendor.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this 13 day of May, 1936.

T. A. Ryan Vendor

DuBois Lumber Company, Vendee.

(Corporate seal of DuBois Lmbr. Co. affixed)

By Geo. L. DuBois, Pros. Jos. J. Donovan, Secy.

Filed for record May 14, 1936 at 1-45 p.m. by Grantor.

Skemenia County, Clerk-Auditor.

#22513

J. R. Phillips et ux to Ivan J. Walk

THIS AGREEMENT WITNESSETH: That J. R. Phillips and Bertha A. Phillips, his wife, Lessors, do hereby lease and let unto Ivan J. walk, Lessee, for the term of 4 Years from the date hereof, the following lescribed property, to-wit:

Beginning at the Southwest corner of Lot 9 of Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington, and running thence nort erly along the west line of said Lot 9 a distance of 114 feet to the point of beginning of the tract herein described; thence at right angle in a westerly direction 40 feet; thence at right angle northerly a distance of 32 feet; thence at right angle easterly a distance of 40 feet; to the west line of Lot 9; thence southerly along the west line of said Lot 9, 32 feet to the point of beginning.

- 1. The terms of this lease are as follows: The Lessee shall construct upon said lot a residence to cost not less than \$300.00 the said building to be located thereon and in accordance with plans and specifications to be approved in writing by the Lessors and to remain thereon until the end of the above mentioned term, except as hereinafter otherwise provided. Proper provision shall be made for sanitation and reasonable precautions against fire hazari.
- 2. The lessee shall pay as ground rental the sum of \$2.50 per month, payable in advance.
- 3. The Lessee shall keep said building painted and in good condition of repair and order and shall keep the same and the premises above described in a neat and orderly cordition.
- 4. The lessors shall furnish water to Lessee as a part of the consideration herein agreed to be paid, and shall conduct said water by a 3/4 (three-quarter) inch pipe to