

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

(Notarial seal affixed)

D. L. Allen
Notary Public for Washington,
residing at Yakima therein.

Filed for record February 5, 1938 at 8-50 a.m. by Grantee.

Mabel J. Rose
Skamania County, Clerk-Auditor.

#25280

Standard Oil Co. to A. Kingman

KNOW ALL MEN BY THESE PRESENTS, that whereas, by Advertising and Facilities Lease, dated October 10th, 1928, A. Kingman leased unto Standard Oil Company of California for a period beginning November 1, 1928 and ending June 14, 1933, and thereafter until cancelled by ninety days' written notice from either part to the other of its intention to terminate said lease, the right to use the following described real property situated in the City of Stevenson, County of Skamania, State of Washington, to wit:

A tract of land 30 ft. So. of 1/4 corner on the North line of Sec. 1, Twp. 2 N., Range 1 East of W.M., thence West to East boundary of 2nd Street of Stevenson, Washington, thence South 36° 12' East along the East boundary of 2nd Street to the intersection with the center line North and South of said Sec. 1 Twp. 2 N., Range 7 East of W.M., thence North to place of beginning,

which Advertising and Facilities Lease was recorded on January 12, 1929, in Book 3 of Agreements and Leases, at page 87, thereof, Skamania County Records, Washington.

NOW, THEREFORE, this is to certify that said Advertising and Facilities Lease, above described, has heretofore been cancelled by mutual consent of the parties, and Standard Oil Company of California does not claim any interest in or to said real property by virtue of said Advertising and Facilities Lease.

IN WITNESS WHEREOF, STANDARD OIL COMPANY OF CALIFORNIA, has caused this instrument to be signed by its District Sales Manager at Portland, Oregon, thereunto duly authorized, this 3rd day of February, 1938.

STANDARD OIL COMPANY OF CALIFORNIA

By L. L. Campbell
District Sales Manager at
Portland, Oregon.

STATE OF OREGON)
) ss.
County of Multnomah)

On this 3 day of February, 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named L. L. Campbell, known to me to be the District Sales Manager at Portland of Standard Oil Company of California, who executed the within instrument on behalf of said corporation, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

E. E. Dunbar
Notary Public for Oregon. My commission expires: Apr. 17, 1940

Filed for record February 14, 1938, at 1-25 p.m. by A. Kingman.

Mabel J. Rose
Skamania County, Clerk-Auditor.

#25293

Lester Clark et ux. to Frank Birkenfeld et al

THIS AGREEMENT, Made and entered into by and between Lester Clark and Kathryn Clark, his wife parties of the first part, Frank Birkenfeld, party of the second part, and

Anna M. Melvin, party of the third part, witnesseth:

WHEREAS, the parties of the first part are the owners of the fee title, and the party of the third part is the owner and holder of a mortgage upon, the following described real property in Skamania County, Washington, to-wit:

The southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) section fifteen (15) and the east half of the northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) section twenty-two (22) tp 3 N R 8 E. W.M., and

WHEREAS, the party of the second part is the owner of certain logging equipment, and is doing certain logging in the vicinity of said land, and desires purchase and log the merchantable timber on said land;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties as follows;

1. That the balance now unpaid upon said mortgage is the sum of \$3063.50, including interest and court costs to date. That the said party of the third part will accept, and the parties of the first part agree to give to the party of the third part a deed for the fee title to said land in full payment of all said unpaid balance in excess of the sum of twenty five hundred fifty (\$2550.00) Dollars, leaving an unpaid balance in said sum of \$2550.00 which shall bear interest as heretofore.

2. The parties of the first part and the party of the third part agree to sell and convey unto the party of the second part, and the party of the second part agrees to purchase all the merchantable timber upon said land which can be profitable logged, for the sum of one dollar (\$1.00) per thousand feet, the said stumpage for said timber to be based upon the Spaulding Log Rule Scale, and if the parties cannot agree upon the amount of feet contained in said logs, so cut and taken, the same shall be scaled by representatives of the Columbia River Log Scaling Bureau.

3. The purchase price for said timber shall be made as follows; Two hundred fifty and no/100 Dollars (\$250.00) upon delivery of this agreement; Eight hundred dollars (\$800.00), without interest, on or before forty days thereafter; the balance thereof as cut and removed, after 1,050,000 feet have been cut and removed; provided, and it is hereby understood and agreed, that the said party of the second part shall apply upon final payment for said timber a certain certificate of delinquency for unpaid taxes in the sum of \$550.00 now owned by said party of the second part and one Marion Taylor, or will secure and deliver to said first and/or third parties, a certificate of redemption therefor.

4. Upon payment of the said sum of \$1050.00 the party of the second part shall have the right to go upon said premises and log and remove 1,050,000 feet of timber without further payment, the said payment to be in full therefor. Thereafter, the logs taken from said premises shall be scaled before sale and a copy of said scale shall be delivered to the said parties of the first part, and payment for the logs so scaled shall be made upon the basis thereof within thirty five days thereafter or as soon within said period as the second part shall receive payment upon account of said logs.

5. Said payments shall be made as follows: the said sum of \$1050.00 shall be made to the said Anna M. Melvin, and shall be credited upon account of said mortgage and the note thereby secured. Thereafter payments shall be made in the proportions of 75% to said Anna M. Melvin and 25% to the said parties of the first part until the unpaid balance (\$1550.00) of principal, and the interest thereon, upon said mortgage and note is fully paid; thereafter the total amount of said payments, including the deposit of said certificate of delinquency or certificate of redemption, shall be paid to the said parties of the first part.

6. Upon payment of said sum of \$2550.00 and interest as aforesaid to the party of the third part, the parties of the first may at any time thereafter tender to the said party of the first part a deed for said land and receive a satisfaction in full of said mortgage and the indebtedness thereby secured, and they hereby promise and agree that they will so deliver said deed on or before the completion of said contract by the party of the second part.

7. It is agreed that the title to all said timber and the said logs cut and taken from said premises, shall remain in the parties of the first part, subject to said mortgage, until payment therefor has been made; provided, the party of the second part shall have the right to make sale thereof as hereinabove provided, stumpage to be paid for from the proceeds therefor.

8. All of said logs shall be branded separately and marked for identification so that the same may be kept separate and distinct from other logs; and the parties of the first and third part shall have the right, at their option, to recheck the same, or obtain an independent scale thereof.

9. The party of the second part agrees to pay one-half of all taxes and assessments, including fire patrol, which may be lawfully assessed against said lands subsequent to the date hereof, and until logging operations have started upon said lands, and thereafter will pay all taxes upon said land and timber and logs until said logging operations have been completed.

10. The party of the second part agrees to conduct his logging operations in an efficient, workmanlike manner, and will take all of said merchantable timber from said premises clean, and clean up said premises after said timber has been removed, in accordance with good logging practices, and so as to comply with the laws and regulations of the State of Washington relative thereto, and will save and protect the said parties of the first and third part from any and all liens, claims or expense of any kind incurred by said party of the second part in carrying on said logging operations. The said party of the second part will comply with the laws of the State of Washington and take and submit said operations to the Workmen's Compensation Laws, and fully protect the said parties of the first and third part from any claims or damages for injuries to persons or property on account of said logging operations. The said party of the second part agrees that in event of fire on said premises he will use his best efforts to control the same and, if necessary, employ additional help to fight said fire.

11. The said party of the second part agrees to cut and remove the said merchantable timber within five years from and after the date of this contract; provided, that should market conditions during said period be such that said timber cannot be profitably logged, the parties of the first and third part promise and agree that an extension of time for one year shall be given. In case of failure of the said party of the second part to so cut and remove said timber within said period this agreement shall be nevertheless terminated, and all timber shall become the absolute property of the said parties of the first part, subject to said mortgage.

12. The party of the second part shall have the right of ingress and egress, together with the right to construct such logging roads, skid-ways, skid roads, flumes and other convenient facilities for the removal of said timber and the transportation thereof, as may be necessary or convenient.

13. By merchantable timber it is understood and agreed shall be meant all timber that can be profitably logged in the usual manner of conducting logging operations under the conditions.

14. The certificate of delinquency mentioned in paragraph 5, or the certificate of redemption, shall be delivered to the parties of the first part, upon delivery of these presents, and the same shall be immediately cancelled of record, so that all taxes shall be shown paid to date, but the credit therefor shall be made as a final payment as hereinabove provided.

15. Upon payment of the said initial sum of \$250.00 the foreclosure action now pending in the Superior Court for Skamania County shall be dismissed by said party of the third part. The said sum of \$250.00 shall be applied as the the stipulated amount of costs incurred in said action, including attorney's fee.

16. In case the parties of the first part, or their assigns, shall fail to pay their share of taxes accruing before logging operations have commenced; the party of the second part shall have the right to pay the same and deduct the amount thereof from the purchase price to be paid said parties of the first part, or their assigns.

Dated Oct. 5, 1932.

Lester Clark
Kathryn K. Clark
Frank Birkenfeld
Anna M. Melvin

STATE OF OREGON)
County of Multnomah) ss.

I, George A. Hall, a Notary Public in and for said state and county do hereby certify that on this 5th day of October 1932 personally appeared before me Lester Clark and Kathryn Clark, his wife and Anna Melvin, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed 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 affixed)

George A. Hall
Notary Public for Oregon, residing at Portland. My commission expires July 18, 1934

Filed for record February 17, 1933 at 1-18 p.m. by Grantor.

Mabel Passel
Skamania County, Clerk-Auditor.

#25380

Fred R. Frazer et ux To H. V. Rominger et ux

This indenture of lease, made and entered into by and between Fred R. Frazer and Myrtle M. Frazer, husband and wife, parties of the first part and H. V. Rominger and Alice B. Rominger, husband and wife, parties of the second part, Witnesseth:

Whereas, The parties of the second part have this day conveyed to the parties of the first part the following described real property in Skamania County, Washington, to-wit:

$S\frac{1}{2}$ SW $\frac{1}{2}$ of NE $\frac{1}{2}$ of Sec. ²¹ Tp. 3 N. R. 10 E. W. M., subject to easements., and,

Whereas, As a part consideration it was agreed that the parties of the first part should have a life lease upon the dwelling house and out buildings adjacent thereto, situate upon said property.

Now Therefore, This indenture witnesseth, that the parties of the first part do hereby Grant and Lease unto the parties of the second part the following described real