

5. Said building shall remain the personal property of the Lessee, his heirs and assigns, but shall not be removed from said premises during the term aforesaid, and unless removed within sixty days after the end of said term shall become a part of the realty and title thereto shall vest in the Lessors their heirs or assigns.

6. The Lessors shall at any time during said term, if the Lessee wished to sell, have the preference right of purchase, likewise the Lessee shall at any time during said term, if the Lessors decide to sell, have the preference right of purchase of land. But in case the Lessors do not elect to purchase said house and the said parties cannot agree then the said Lessee may sell and convey the said building as other personal property and the purchaser shall be vested with all the rights, privileges and subject to all the liabilities hereby granted and imposed.

7. The Lessee, his personal representatives, heirs and assigns, shall have the right to the quiet and peaceable possession of said premises and the building above described for the term aforesaid. Provided, he or they shall pay the rental above specified at the time and in the manner herein provided, but in case the said Lessee shall be in default for three (3) monthly installments of rental or shall fail to keep and perform the covenants and agreements herein provided, then and in that event the Lessors may take possession of said premises and evict the Lessee or any person or Persons holding by, through or under him therefrom and in such case the building above specified shall become the property of the Lessors and accepted by him and granted by the Lessee, his heirs or assigns, as liquidated damages for the breach of the terms of this lease and as compensation to the said Lessors.

Dated this 1st day of Jan. 1936.

J. P. Phillips
Bertha A. Phillips
Parties of the first part

David Lusk
Party of the Second part.

Filed for record April 20, 1938 at 11-08 a.m. by David Lusk.

Thos. J. House
Skamania County, Clerk-Auditor

#25539

J. K. Lumber Co. to Gould Timber Co.

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, 1938, by and between EUGENE C. AMANN, as Trustee, for the bondholders committee of J. K. Lumber Company, (as defined in declaration of trust recorded at page 239, Book "V" of Deeds, records of Skamania County, Washington), hereinafter called the "OWNER", and the Gould Timber Company, a Washington corporation, hereinafter called the "PURCHASER",

WITNESSETH: The Owner, for and in consideration of the payments hereinafter specified to be made by the Purchaser, and of the faithful performance of the covenants and agreements hereinafter specified to be observed and performed by the Purchaser, agrees to sell to the Purchaser the hereinafter described timber lands, situated in Skamania County, Washington, to-wit:

Southeast Quarter (SE $\frac{1}{4}$) in Section Thirty-Four (34), Township Three (3), North of Range Six (6), East of Willamette Meridian, and

Southwest Quarter (SW $\frac{1}{4}$), in Section Thirty-Five (35), Township Three (3), North of Range Six (6), East of Willamette Meridian.

The Purchaser agrees to pay to the Owner, as the purchase price of said property, the sum of Ten Thousand Dollars (\$10,000.00), at the following times, and in the following manner, to-wit: Upon the placing in escrow by the Owner, and with an escrow agent

satisfactory to the Purchaser, of a Deed, containing special warranties against acts of grantor, to the above described property, together with Title Insurance procured from the Puget Sound Title Insurance Company, showing the above described property to be free and clear from all liens or encumbrances of any nature whatsoever, the Purchaser agrees to pay Fifteen Hundred Dollars (\$1500.00). The remainder of the purchase price, Eight Thousand Five Hundred Dollars (\$8,500.00), is to be paid by the Purchaser, without interest, at the time of the removal of the timber from the hereinabove described property, payments to be made on a stumpage basis. The Purchaser shall in all events pay to the Owner the sum of Two Dollars (\$2.00) per thousand, log scale, for all Fir and Larch, and One Dollar (\$1.00) per thousand for all Hemlock and all other species of timber logged on said land by the Purchaser, until the entire purchase price has been paid, said payments to be made not later than the fifteenth day of the month following the month in which the logging is done, said sum so paid to be credited against said deferred payments aggregating Eight Thousand Five Hundred Dollars (\$8,500.00), as hereinabove provided for. The timber cut shall, at the expense of the Purchaser, be scaled by the Columbia River Log Scaling and Grading Bureau, and the Purchaser shall cause the Bureau to furnish to the Owner forthwith a duplicate of said scale.

Purchaser agrees to log sufficient timber so that the amount paid in for stumpage, as above specified, will equal fifteen Hundred Dollars (\$1500.00) yearly, or in the event the amount paid in as stumpage does not equal Fifteen Hundred Dollars (\$1500.00) in any one year from the date of this contract, the Purchaser agrees to pay the difference in cash; provided, however, that if the amount paid to the Owner by the Purchaser in any year exceeds the sum of Fifteen Hundred Dollars (\$1500.00), then and in that event such excess shall be applied on and credited toward the minimum payment or payments due the following year or years. The total purchase price is to be paid in full on or before five (5) years from date hereof.

At any time after the initial payment of Fifteen Hundred Dollars (\$1500.00) has been made, as specified hereinabove, the Purchaser shall have the right to enter upon said property for the purpose of improvement, building roads, and carrying on logging operations, including, the right to log the timber upon said property.

Purchaser agrees to assume and pay all the costs and expenses of every kind and nature attendant upon the cutting and removing of the timber upon said premises, and to keep said premise and the timber thereon free from all claims, liens, and encumbrances of any nature whatsoever arising out of any matter or thing connected with the cutting or removing of said timber; that all work done by the Purchaser upon said premises will be done in a workmanlike manner, in accordance with good logging methods, not to throw the tops of trees felled onto adjacent lands; to comply with all the rules, regulations and laws of the State of Washington; in the event that fire breaks out upon, or comes onto, the above described premises, to fight said fires promptly, at its own costs and expenses, and upon its failure so to do, to pay the cost of doing the same, if done by the Owner, or by the Owner's representatives; to save the Owner and the Owner's successors and assigns from any liability or obligation whatsoever that may be asserted by reason of any injury or injuries to any person employed by the Purchaser in or about the above described premises, or in or about the logging operations of the Purchaser in connection therewith, and to save the Owner and the Owner's successors and assigns harmless from any damages claimed by reason of any violations by the Purchaser of any of the rules, regulations, or laws of the State of Washington, during the time this contract shall remain in full force and effect, and so long as the Purchaser shall remain obligated under this contract.

The Purchaser agrees to pay, when due, all taxes, both personal and real, to be levied hereafter upon the above described property.

It is understood and agreed that should the Purchaser default in any of the payments required by this contract, or should the purchaser fail to perform, or keep, any of the terms, covenants, or conditions of this agreement by the Purchaser to be performed, then and in such case this agreement may be cancelled, at the option of the Owner, his successors or assigns, said cancellation to be effected in the following manner; In the event that there shall be such a breach under this contract that the Owner shall elect to cancel this contract, he shall give to the Purchaser Sixty (60) days' notice of such intention, and the cause therefor, in writing, and if said breach is not remedied within the sixty (60) days, this contract may be terminated, and in such case the said premises, and all payments that shall have been made to the Owner hereunder for stumpage or otherwise shall then be, and forever remain, the absolute property of the Owner, and in such case the above described premises and the Owner and his successors or assigns shall thereafter be forever freed from all obligations under this contract; but in the event the breach as specified in the written notice shall be remedied within the sixty (60) days period, then this contract shall continue in full force and effect.

It is further understood and agreed that at the time of the cancellation of this contract, if such should be effected, all timber removed from the above described premises upon which the Purchaser neglects or refuses to pay the stumpage as required herein shall become and remain the absolute property of the Owner, his successors or assigns.

In the event that any portion of the merchantable timber on the above described premises, is destroyed by fire or act of God, then and in that event the Purchaser may elect to terminate this contract, and may do so by giving written notice to the Owner, and the Purchaser will not be liable for any remaining unpaid balance.

Any notice which the Owner may desire to give hereunder may be addressed to the Purchaser at 715- 1531 Third Avenue Building, Seattle, Washington. Any notice which the Purchaser may desire to give to the Owner may be addressed to him at the office of L. S. Franck, Yeon Building, Portland, Oregon.

When the initial sum of Fifteen Hundred Dollars (\$1500.00) has been paid to the Escrow agent, it shall constitute the first payment of Fifteen Hundred Dollars (\$1500.00) on the purchase price provided for in this contract. All of the deferred payments provided for herein, to be made by the Purchaser to the Owner for timber logged, shall be made to the Escrow agent for the Owner, so that the Escrow agent may have a record of the said payments, and know when the purchase price of Ten Thousand Dollars (\$10,000.00) has been paid in full. No part of the purchase price shall be delivered by the Escrow agent to the Owner until said Special Warranty Deed and Title Insurance have been posted by the Owner with the Escrow agent, and approved by the Purchaser. It is understood and agreed that all payments required to be made by the Purchaser shall be made to the Escrow agent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in triplicate the day and year first hereinabove written.

Eugene C. Amann
Owner

Gould Timber Company

By H. A. Deat, Jr. Agt.
Purchaser

STATE OF WISCONSIN }
County of Columbia } ss

THIS IS TO CERTIFY that on this 28 day of March, 1933, before me, the undersigned, a duly qualified Notary Public in and for the State of Wisconsin, personally came EUGENE C. AMANN, Trustee, for the bondholders committee of the J. K. Lumber Company, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed 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 affixed)

John J. Kelly
Notary Public in and for the
State of Wisconsin, residing
at Wis Dells. My commission
expires February 27, 1942

STATE OF WASHINGTON }
COUNTY OF KING } ss.

THIS IS TO CERTIFY that on this 22nd day of March, 1938, before me, the undersigned, a duly qualified Notary Public, in and for the State of Washington, personally appeared H. A. DENT, to me known to be the vice-president and managing agent of the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.

(Notarial seal affixed)

L. M. Berger
Notary Public in and for the
State of Washington, residing
at Seattle.

Filed for record April 21, 1938 at 4-20 p.m. by L. S. Franck.

Mabel J. Franck
Skamania County, Clerk-Aud.

#25660

Frank Birkenfeld to Olson Bros. Lbr. Co.

Agreement For The Purchase And Sale Of Timber

THIS AGREEMENT, Made and entered into this 30th day of March, 1938, by and between Frank Birkenfeld, hereinafter called the party of the first part, and Olson Bros. Lumber Co., of Camas, Washington, hereinafter called the parties of the second part, WITNESSETH:

The party of the first part hereby agrees to sell to the parties of the second part, and the parties of the second part hereby agree to purchase from the party of the first part all sound merchantable timber upon the following described real property situated in Skamania County, State of Washington, to-wit:

The Northwest Quarter of the Southwest Quarter in Section 14, Township 3 North of Range 8 East of the Willamette Meridian; The Northeast Quarter of the Southeast Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian; The Southwest Quarter of the Southeast Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian; The Southeast Quarter of the Southwest Quarter in Section 15, Township 3 North of Range 8 East of the Willamette Meridian; The West Half of the Northeast Quarter in Section 22, Township 3 North of Range 8 East of the Willamette Meridian; The East Half of the Northwest Quarter in Section 22, Township 3 North of Range 8 East of the Willamette Meridian; The Southwest Quarter of the Northwest Quarter in Section 22, Township 3 North of Range 8 East of the Willamette Meridian; and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Sect. 15 said Township and Range

The parties of the second part agree to pay the party of the first part for said timber the sum of \$1.50 per thousand feet, board measure, for all saw logs or saw timber, and one cent per lineal foot for all piling timber; payment is to be made by parties of the second part when the logs are rafted and scaled, excepting that the parties of the