

to be removed from said premises.

IT IS UNDERSTOOD AND AGREED, That there is no market for number 3 logs or inferior grade of logs and that the logs taken by said parties of the first part shall not include more than five per cent number 3 logs.

The parties of the second part shall have two (2) years from the date hereof within which to remove said timber; provided, that if they shall be prevented from so doing by strike, war or other causes beyond their control an extension of time shall be granted to them equal to the time they are delayed by such causes. Notice shall be given the parties of the first part when logging operations start and logs shall be marked Ⓟ 3

The parties of the second part promise and agree that they will log the said premises clean so that all merchantable timber of number 2 grade or better shall be taken and removed from said land.

It is contemplated that the logs taken and removed from the property herein described will be boomed and rafted in the Columbia River or tributaries thereof near the Town of Stevenson and that the same will then be scaled at the point of booming or rafting by a scaler representing the purchaser of said logs or scaler employed from the Columbia River Scaling Bureau. A duplicate of the scale sheet received by the parties of the second part shall be furnished to the parties of the first part and the payments herein provided shall be made upon the basis of such scale.

The parties of the second Aalvik and Krohn part promise and agree that they will comply with all laws, rules and regulations of the United States and the State of Washington, relating to logging operations and that they will save the parties of the first part harmless from and on account of any lien claims against said timber or the land from which the same is removed.

WITNESS our hands the day and year above written.

W. A. Reid  
Victoria Reid  
Parties of the first part.

Carl Krohn  
Albert Aalvik  
Parties of the second part.

Filed for record April 27, 1940 at 11-45 a.m. by Raymond C. Sly.

Maile J. Jones  
Skamania County Auditor.

#29101

Jessie A. Buttles et vir to Otto J. Hofmann.

THIS AGREEMENT, Made and entered into by and between JESSIE A. BUTTLES and BERT B. BUTTLES, wife and husband, parties of the first part, and OTTO J. HOFMANN, party of the second part, WITNESSETH:

The parties of the first part in consideration of the purchase price to be paid as hereinafter provided, do hereby covenant and agree to sell and convey unto the party of the second part and the party of the second part agree to purchase the following described real property in Skamania County, Washington, to-wit:

Commencing at the Southwest corner of Lot numbered eight in Sec. one Township two North of Range seven East of the Willamette Meridian. Running thence West 442.5 feet along the North line of the Daniel Baughman L.L.C.; thence South 6 deg. 05' East 426 feet; thence north 77 deg. 25' East 405 feet more or less to the section line between Sections one and two Township two North of Range seven East of W.M.; thence North along said Section line 337 feet more or less to the place of beginning, containing 3.71 acres, according to the above survey.

Beginning at a point on the north line of the Baughman Donation Land Claim 83.5



feet West of the Intersection of line between Sections one and two Tp. 2 N. R. 7 E. W. M. and running N. 67 deg. West 162.2 feet; thence S. 59 deg. 3' W. 84.0 feet to North boundary line of Baughman Donation Land Claim, thence Westerly along the Baughman Donation Land Claim line to the place of beginning, containing .26 of an acre.

Commencing West 442.5 feet along the North line of the Baughman D.L.C. and S. 6 deg. 05' E. 30 feet from the SW corner of Lot 8, Section 1, Township 2 N. R. 7 E. W. M., running thence S. 83 deg. 55' W. 100 feet; thence S. 6 deg. 05' W. 407.4 feet; thence N. 77 deg. 25' E. 100.7 feet; thence N. 6 deg. 05' W. 396 feet to place of beginning.

and the party of the second part promises and agrees to pay the sum of Fourteen Hundred Dollars (\$1400.00), as follows: \$100.00 upon delivery of these presents, the receipt whereof is hereby confessed and the balance, to-wit, the sum of \$1300.00 together with interest on unpaid balances at the rate of 6% per annum, payable in monthly installments of not less than \$25.00 each, to be credited, first, to interest and secondly to principal.

The party of the second part promises and agrees that he will seasonably pay all taxes levied against said premises and that he will keep the buildings upon said premises insured with some responsible insurance company in an amount equal to the unpaid balance upon this contract. The said insurance payable to the parties hereto as their interest appears and the policy to be deposited with and kept by the parties of the first part.

The party of the second part promises to keep the said premises in good condition and in good repair. It is particularly understood that the grove of deciduous trees shall not be destroyed or injured and that no waste shall be committed or permitted upon said premises. It is further understood, however, that nothing herein contained shall prevent the party of the second part from pruning or removing trees which because of decay or defect should be pruned or removed in the ordinary care of said premises.

IT IS UNDERSTOOD AND AGREED, That the parties of the first part will upon demand deliver to the party of the second part title insurance to date of such demand, showing merchantable title to said premises, one-half the cost whereof to be paid by the party of the second part.

In case the party of the second part shall make the payments aforesaid at the time and in the manner herein provided and shall keep and perform all the terms and conditions of this agreement the parties of the first part will upon demand make, execute and deliver to the party of the second part a good and sufficient warrant deed for said premises; but in case the party of the second part shall fail to make the payments at the time and in the manner herein provided or shall make default in any of the terms or conditions hereof, then and in that event the parties of the first part may at their option immediately cancel this contract and take possession of said premises without any order of the court being necessary therefor. In such event all payments made hereunder shall be forfeited to the parties of the first part as liquidated damages but in case the parties of the first part are compelled to bring any action at law to regain possession of said premises, then and in that event they may have included in the judgment rendered in such action a reasonable sum as attorney's fees, as well as all costs and expenses incurred by the parties of the first part by reason thereof.

No assignment of this contract shall be valid without the consent of the parties of the first part in writing.

Time is of the essence of this agreement but acceptance of any installment of principal and interest after the due date thereof or waiver of any default shall not be deemed a waiver of any subsequent default.

IN TESTIMONY WHEREOF, The parties have executed these presents in duplicate this

28th day of June, 1940.

Jessie A. Buttles

Bert B. Buttles

Parties of the first part.

Otto J. Hofmann

Party of the second part.

STATE OF WASHINGTON )  
County of Skamania ) ss.

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 28th day of June, 1940, personally appeared before me Jessie A. Buttles and Bert B. Buttles, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed. For the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

Raymond C. Sly

(Notarial seal affixed)

Notary Public for Washington,  
residing at Stevenson therein.

Filed for record July 6, 1940 at 8:00 o'clock a.m. by Grantee.

Mabel J. Case  
Skamania County Auditor.

#29136

Edward J. Miller et al to Pearl Agnes Paige et al.

THIS AGREEMENT, Made and entered into by and between Edward J. Miller, a bachelor, party of the first part and Pearl Agnes Paige and Frank F. Lawrence, a single man, parties of the second part, WITNESSETH:

The party of the first part in consideration of the payments to be made as hereinafter provided does hereby covenant and agree to sell and convey unto the parties of the second part the following described real property in Skamania County, Washington, to-wit:

The East half of Lot 3 of Oregon Lumber Company's Subdivision in Section 14 Tp. 3 N. R. 9 E. W. M.

Excepting the following:

Those two tracts of land conveyed to Dovie Leisy and Elizabeth Whitney as described at pages 5 and 382 respectively Book "Z" of Deeds, records of Skamania County, Washington.

for the sum of \$1500.00 to be paid as hereinafter provided.

The parties of the second part promise and agree to purchase the above described real property for the said sum of \$1500.00 and pay the said principal together with interest thereon at 6% per annum in the following manner, to-wit: \$20.00 on the 1st day of June, 1940 and \$20.00 on the 1st day of each month thereafter until the whole sum of principal and interest have been paid. Interest shall be paid upon unpaid balances at the rate of 6% per annum, payable quarterly.

The parties of the second part further promise and agree that they will pay before delinquency all taxes or other assessments which may be levied against the said real property and that they will keep the buildings upon said premises insured in a total amount of at least \$1200.00, payable to the parties to this agreement as their interest appears.

In case the parties of the second part shall make the payments aforesaid, at the time and in the manner herein provided, then the party of the first part will make, execute and deliver to them or their heirs or assigns a good and sufficient warranty deed for said