

harvesting said apples and timber and with relation thereto it is understood and agreed that the lessors have the right and the authority to designate the person, firm or corporation to whom timber may be sold and to whom the apples grown on said property shall be sold, and said lessees do agree particularly that said apples and timber will be sold to the person, firm or corporation so designated by the lessors.

In consideration of the premises the lessors do hereby grant and give unto the lessees an option to purchase the aforesaid real property at and for the total consideration of \$24,000.00, it being understood and agreed that the lessees may at any time during said term exercise this option to purchase said real property and all equipment on property (E.J.C.-L.E.C.) (E.B.-G.T.E.) by paying to the lessors the sum of \$2000.00, and in the event the lessees do so exercise this said option to purchase this property as aforesaid, then and in that event the lessors do hereby agree to thereupon account to the lessees with relation to the rental theretofore received from the lessees, and to give lessees credit on said total purchase price for the net amount of rental theretofore received by lessors, less interest on said \$24,000 from the date hereto until the lessees shall so exercise such option, the same to be computed at the rate of 4% per annum, and less any and all taxes paid by the said lessors on the said real property between the date hereof and the date when said lessees shall exercise said option, and that time said lessors will make, execute and deliver to the lessees a contract of sale and purchase on said real property, which contract of sale and purchase shall provide for an annual payment thereon of not less than one-fourth of the net proceeds derived from the sale of the produce aforesaid from said real property each year thereafter, which said one-fourth shall include interest on the unpaid balance of said purchase price, and said contract shall further provide that the purchasers named therein shall pay the taxes annually accruing against said property, and shall keep the buildings and other structures thereupon reasonably insured against loss by fire, with loss payable clause on such insurance payable to parties as their interest may appear.

And it is further understood and agreed that included in said \$2000.00 in this option mentioned, shall be all moneys received by the lessees aforesaid, except down payment of \$1500, from the sale of their farm in Yamhill County, Oregon, recently made, being in collected \$600.00.

In Witness Whereof the parties hereto have set their hands and seal: this 8th day of March, 1945.

Earl J. Cummins

Lulu E. Cummins
Lessors

Elwin Brace

Gladys Theo Brace
Lessees

Filed for record May 3, 1947 at 9-45 a.m. by R. C. Sly.

J. C. Sly
Skamania County Auditor

#36612

Earl N. Congdon et al to A. V. King

WHEREAS, EARL N. CONGDON, W. HOY, and ARNOLD STEVENSON are co-partners doing business under the assumed business name and style of CONGDON AND COMPANY of Stevenson, Washington, are engaged in the saw mill business in Skamania County, Washington, and whereas said parties desire to associate one A. V. KING of Portland, Oregon, in such business for the purpose, among others, of supplying operating capital for such venture,

NOW THEREFORE, THIS AGREEMENT

WITNESSETH:

I.

EARL N. CONGDON, W. HOY and ARNOLD STEVENSON do hereby assign, set over and transfer unto A. V. KING one-fourth undivided interest in and to the saw mill business conducted by CONGDON AND COMPANY of Skamania County, Washington, inclusive of all assets applicable to the conduct of such business and including, among other things, mill and equipment, stock and inventory on hand, accounts receivable and all other assets involved in such operation.

II.

For and in consideration of such purchase the said A. V. KING has, concurrently upon execution of these presents, delivered to said Grantors the sum of Fifteen Hundred Dollars (\$1,500.); receipt of which is hereby acknowledged, it being expressly understood that said money shall comprise a part of the assets of said concern and shall be used as operating capital in the conduct of such business.

III.

Concurrently herewith the four parties herein named have organized a partnership to be carried on under the name of CONGDON AND COMPANY, all in respect to the operation of the business aforesaid, it being understood that losses and profits shall be shared by the parties upon the pro rata basis of one-fourth to each of such parties.

IV.

It is contemplated that a corporation eventually shall be formed for the conduct of such business and it is agreed in respect to the partnership and in respect to the corporation to be formed that any services performed in respect to the operation of such business by any partner shall entitle such partner to compensation therefor at the regularly established Union scale applicable to such services. It is agreed in this behalf that such salary or compensation schedule shall not be varied or otherwise changed except upon the consent of all the partners and/or of all the stockholders after such corporation shall have been formed. It is contemplated that stocks shall not be sold in such corporation, but that all stocks shall be retained and held by the parties hereto, their heirs, successors or assigns.

V.

It is agreed that such company shall be operated by EARL N. CONGDON as manager, but that compensation for his services shall in no event exceed the Union scale which would otherwise be applicable to the particular manual services performed by him from day to day.

VI.

It is agreed that a complete and accurate set of books shall be kept and maintained at all times and that each partner shall cause to be recorded all expenditures and/or receipts in the books of the company. It is likewise agreed that a bank account shall be maintained in respect to the operation of such business and that all monies received in the conduct thereof shall be deposited in such account and that all withdrawals therefrom shall be by check, with appropriate notations as to the bases for each expenditure and/or receipt in the records of the company.

It is agreed that the partnership shall continue for an indefinite period and/or until the corporation shall have been formed, it being contemplated as aforesaid that such a corporation will be formed and that all the assets of the business as herein detailed shall be assigned to such corporation and that the parties hereto shall receive stock in such corporation upon the basis of one-fourth of the entire issue to each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of August, 1946.

Earl N. Congdon

Arnold L. Stevenson
By Earl N. Congdon

Warren Hoy

A. V. King

Filed for record May 14, 1947 at 3-15 p.m. by Congdon & Company.

James C. Webster
Skamania County Auditor

#36613

Congdon & Co., Inc. - Timber Contract

TIMBER CONTRACT

I, Congdon & Co. Inc herewith agree to pay ONE HUNDRED AND NO/100 (\$100.00) DOLLARS down payment to hold timber until logged off and will pay THREE AND NO/100 (\$3.00) DOLLARS per Thousand Feet for all likeable timber in Fir, Cedar, Alder and Hemlock from 10 inch top to old growth; and will pay SIX AND NO/100 (\$6.00) DOLLARS per thousand on old growth and all privileges of logging of same.

Contract to be fulfilled in one years time.

Disc. of Property.

E² - N.E. - S. E.

W² - N.E. - S. E.

Congdon & Co., Inc.

Signed By Earl N. Congdon, Mar.

Date 3/6 - 1947

Sec. 24 R. 7

R. D. 2

Owner & Seller - Leona B. Henderson
903 N.W. Drake St., Camas, Wn.

Subscribed and sworn to before me this 8 day of Mar 1947.

Signed R. R. Webster

(Auditor's Seal Affixed)

Deputy Co. Auditor

Filed for record May 14, 1947 at 3-15 p.m. by Congdon & Co.

James C. Webster
Skamania County Auditor

#36615

R. W. Ogle et ux to Otis Shepardson

KNOW ALL MEN BY THESE PRESENTS that R. W. Ogle and Elma Ogle, husband and wife, parties of the first part, in consideration of the sum of \$2000.00 to them in hand paid by Otis Shepardson, party of the second part, do hereby BARGAIN, SELL, and CONVEY unto the party of the second part, all the standing and down timber on the NE¹/₄ of Section 14, Twp. 3 N. R. 8 E. W. M. together with the right to go upon said premises for the purpose of cutting and removing the same including all necessary easements for road purposes in connection with the logging operations of the party of the second part subject to the following terms and conditions:

1. That the said party of the second part shall have the term of two years from the date hereof in which to cut and remove said timber and in case of his failure^{so} to do all right, title and interest under and by virtue of this conveyance shall immediately cease and be determined and all timber standing, lying and being upon said premises shall revert to and become the property of the parties of the first part as fully as though this instrument had never been given.

2. The party of the second part will comply with all laws, rules, and regulations of the State of Washington, and/or the United States of America with respect to the cutting