

UPON THE DELIVERY OF SAID DEED, THE MOUNTAIN FAIRY MINING CO HEREBY AGREES TO PAY TO THE UNITED MINES CO ITS PROPORTIONATE SHARE OF THE COSTS OF OBTAINING THE PATENT, ACCORDING TO THE AREA OF THE LAND.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO CAUSED THEIR CORPORATE NAMES TO BE AFFIXED AND THEIR CORPORATE SEALS TO BE ATTACHED BY THEIR RESPECTIVE SECRETARIES TO THIS AND TO A LIKE INSTRUMENT OF THE SAME DATE AND TENOR ON THE 6TH OF OCT. 1904.

(NO SEAL UNITED
MINES CO.)

UNITED MINES CO

C. H. MARSH SECRETARY

BY A. M. GILLIVARY
ASSISTANT SECRETARY

(CORPORATE SEAL)

MOUNTAIN FAIRY MINING CO

BY N. ZEITFUCHS
SECRETARY

WITNESSED BY

J. B. IFNET

C. W. LEICK

FILED FOR RECORD MARCH 1, 1927 AT 11:30 O'CLOCK A. M. BY C. W. LEICK

C. C. Howard
COUNTY AUDITOR

BY

DEPUTY.

GEO. C. HOWARD TO D. W. CAMPBELL ET AL

THIS AGREEMENT, MADE AND ENTERED INTO THIS 11TH DAY OF MAY, 1926, BY AND BETWEEN GEO. C. HOWARD OF PORTLAND, HEREINAFTER CALLED THE VENDOR; AND D. W. CAMPBELL, C. S. SCHRODER, W. LAPORTE, SWAN SPITZ AND JOE MARSTENS, OF WARREN, OREGON, HEREINAFTER CALLED THE PURCHASERS, WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED AND THE PAYMENTS TO BE MADE BY THE SAID PURCHASERS, AND THE PAYMENT OF THE SUM OF \$100.00 IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE VENDOR AGREES TO SELL AND THE PURCHASERS AGREE TO BUY AND PAY FOR ALL THE TIMBER STANDING, LYING AND BEING ON THE PREMISES SITUATED IN SKAMANIA COUNTY WASHINGTON DESCRIBED AS FOLLOWS;

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION TWO; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THREE; THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22; THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 3 N. RANGE 9 E. W. M., AND THE PURCHASERS AGREE TO PAY FOR THE SAID TIMBER AS FOLLOWS, TO-WIT:- TWO AND 50/100 (\$2.50) DOLLARS PER THOUSAND BOARD FEET FOR ALL THE TIMBER ON THE SAID DESCRIBED PREMISES, HOWEVER THE RATE OF PAYMENT PER THOUSAND BOARD FEET SHALL BE \$3.50 PER M. UNTIL SUCH TIME AS A SUFFICIENT SUM SHALL HAVE BEEN PAID TO PAY IN FULL FOR ALL THE TIMBER ON THE PREMISES DESCRIBED AT THE AGREED PRICE OF \$2.50 PER M. THE PARTIES TO THIS AGREEMENT MAY CAUSE A JOINT CRUISE TO BE MADE WITHIN THE NEXT THREE MONTHS IN ORDER TO DETERMINE THE EXACT AMOUNT OF TIMBER ON THE PROPERTY DESCRIBED AND MAY THEN INCORPORATE THAT AMOUNT IN THIS AGREEMENT AS A SPECIFIC AMOUNT OR A MINIMUM AMOUNT, BUT FAILURE TO SO CRUISE AND DETERMINE THE EXACT AMOUNT SHALL NOT IN ANY WAY AFFECT THE VALIDITY OF THIS AGREEMENT.

IT IS FURTHER COVENANTED AND AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASERS THAT THEY WILL AT THEIR OWN COSTS AND EXPENSE, CUT ALL THE STANDING TIMBER ON THE SAID DESCRIBED PREMISES AND DELIVER SAME TO THE COLUMBIA RIVER AND SHIP OR OR FLOAT THE LOGS TO THE MARKET OR TO THE PARTIES WHO BUY THE SAID LOGS FROM THE SAID PURCHASERS, AND, BEGINNING NOT LATER THAN JUNE 1, 1926 THE PURCHASERS AGREE TO CUT AND PAY FOR LOGS AMOUNTING TO NOT LESS THAN 600,000 FEET PER MONTH DURING THE SEASON WHEN IT IS PRACTICABLE TO OPERATE THE SAID LOGGING AND TO CONTINUE LOGGING CONTINUOUSLY UNTIL ALL THE TIMBER ON THE PREMISES HEREINBEFORE DESCRIBED HAS BEEN CUT AND THE SAID PURCHASERS, HEREBY AGREE NOT TO REMOVE ANY OF THEIR EQUIPMENT UNTIL ALL THE TIMBER HAS BEEN CUT AND DELIVERED. THE PURCHASERS AGREE TO PAY FOR THE TIMBER EACH MONTH AS SOON AS SAME IS CUT AND THE FINAL PAYMENT FOR THE TIMBER CUT ANY MONTH SHALL BE MADE NOT LATER THAN THE 10TH DAY OF THE FOLLOWING MONTH. THE PURCHASER SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES FOR THE PURPOSE OF FALLING AND BUCKING SIAD TIMBER IMMEDIATELY UPON THE CONSUMATION OF THIS CONTRACT, AND MAY CONTINUE THE LOGGING OPERATIONS AS LONG AS THE PAYMENTS HEREIN PROVIDED AND TO BE MADE BY THE PURCHASERS ARE PAID PROMPTLY, AS HEREIN SPECIFIED, AND SHOULD THE PURCHASER FAIL TO OPERATE THE SAID LOGGING OPERATIONS AS HEREIN CONTEMPLATED AND AGREED, THEN THE VENDOR MAY TAKE POSSESSION OF ALL EQUIPMENT BELONGING TO THE PURCHASERS AND PROCEED TO LOG THE TIMBER AND TO DELIVER AND SELL THE SAME AND TO CARRY ON AND COMPLETE ALL OF THE LOGGING OPERATIONS AND BUSINESS NECESSARY TO CUT AND SELL THE SAID TIMBER, WITHOUT BEING DEEMED GUILTY OF TRESPASS, AND THE VENDOR SHALL, IN SUCH CASE, AFTER PAYING ALL CHARGES, COSTS OF OPERATION AND DEDUCTING THE PRICE OF THE TIMBER AND A REASONABLE COMPENSATION FOR HIS SERVICES, PAY TO THE PURCHASERS OVER-PLUS, IF ANY THERE BE.

THE PURCHASERS AGREE THAT THEY WILL CUT THE TIMBER CLEAN AS THEY GO, THAT THEY WILL SAVE THE SAID PROPERTY THE SAID TIMBER AND THE VENDOR FREE AND HARMLESS FROM ANY LABORERS, LOGGERS MATERIAL MENS, OR OTHER LIENS OR OTHER MECHANICS LIENS OR CHARGES WHICH MAY OR COULD HAVE PRIORITY OVER THE RIGHTS OF THE VENDOR AND THE PURCHASERS COVENANT AND AGREE THAT THEY WILL NOT PERMIT ANY SUCH LIENS OR CLAIMS TO BE FILED OR TO BECOME A CHARGE AGAINST THE SAID PROPERTY OR IF THE SAME ARE FILED OR SO BECOME A CHARGE THE PURCHASERS COVENANT THAT THEY WILL PROMPTLY PAY OFF AND DISCHARGE THE SAME, THIS PROVISION, HOWEVER, WILL NOT PREVENT THE PURCHASERS FROM CONTESTING, IN GOOD FAITH ANY LIEN OR CLAIM THAT IS IN DISPUTE. THE PURCHASERS FURTHER COVENANT AND AGREE THAT THEY WILL COMPLY IN ALL THINGS WITH ALL OF THE LAWS OF THE STATE OF WASHINGTON NOW IN FORCE OR WHICH MAY HEREAFTER BE PUT INTO EFFECT, AND THAT THEY WILL COMPLY WITH ALL THE RULES AND REGULATIONS OF EACH OF THE DEPARTMENTS OF THE STATE OF WASHINGTON HAVING JURISDICTIONS OF SUCH OPERATIONS AS MAY BE CARRIED ON BY THE PURCHASERS, WHETHER SUCH RULES AND REGULATIONS ARE NOW IN FORCE OR SHALL BE HEREAFTER PUT IN FORCE.

IT IS UNDERSTOOD THAT THERE ARE CERTAIN UNPAID TAXES UPON THE PROPERTY, BUT IF, AT ANY TIME, DURING THE LIFE OF THIS AGREEMENT, ANY STEPS ARE TAKEN BY THE TAX COLLECTOR OF SKAMANIA COUNTY, WHICH WILL HAVE THE EFFECT OF ADVERSELY AFFECTING THE INTERESTS OF THE PURCHASERS, THEN, UPON DEMAND OF THE PURCHASERS, THE VENDOR AGREES TO PAY SUCH TAXES OR TAKE SUCH STEPS AS WILL PREVENT THE CONTINUANCE OF SUCH ADVERSE EFFECT UPON THE RIGHTS OF THE PURCHASERS, AND IF HE FAILS SO TO DO WITHIN TEN DAYS AFTER DEMAND, THE PURCHASER MAY PAY 5 SUCH OF THE TAXES THEN DUE AS MAY BE NECESSARY TO PROTECT HIS RIGHT AND CHARGE THE SAME AGAINST THE AMOUNT NEXT THEREAFTER FOLLOWING

DUE TO THE VENDOR AS HEREIN PROVIDED. THE PURCHASERS AGREE THAT THEY WILL, DURING THE LIFE OF THIS AGREEMENT, PAY ALL TAXES WHICH SHALL HEREAFTER BECOME DUE AGAINST THE SAID PROPERTY WHEN AND AS THE SAME TAXES BECOME DUE, AND BEFORE THE SAME SHALL BECOME DELINQUENT, OR PERMIT VENDOR TO PAY SAME AND RECOVER FROM PURCHASERS.

THE PURCHASERS SHALL HAVE FOUR YEARS FROM THIS DATE IN WHICH TO CUT AND REMOVE THE SAID TIMBER. THE PURCHASERS AGREE THAT THEY WILL, BY THE 10TH OF EACH MONTH, FURNISH TO THE VENDOR, AT HIS ADDRESS 1115 N.W. BANK BLDG., PORTLAND, ORE, A VERIFIED, CERTIFIED STATEMENT OF ALL TIMBER LOGGED DURING THE PRECEDING MONTH. THE PURCHASERS ALSO AGREE TO KEEP CAREFUL AND ACURATE RECORDS OF ALL THE TIMBER LOGGED, AND THE VENDOR, OR HIS REPRESENTATIVE, SHALL HAVE THE RIGHT AT ALL REASONABLE TIMES TO INSPECT AND TAKE COPIES OF THE BOOKS AND OTHER RECORDS OF THE PURCHASERS INsofar AS THEY RELATE TO THE PROPERTY INVOLVED IN THIS AGREEMENT.

IT IS AGREED THAT IN CASE THE PURCHASERS SHALL FAIL OR NEGLECT TO DO OR PERFORM EITHER OR ANY OF THE THINGS TO BE DONE BY THEM HEREUNDER AT THE TIME AND IN THE MANNER HEREIN PROVIDED, TIME BEING DECLARED THE ESSENCE OF THIS AGREEMENT, AND UPON THE HAPPENING OF ANY DEFAULT, OR AT ANY TIME THEREAFTER WHILE DEFAULT CONTINUES, THE VENDOR SHALL HAVE THE RIGHT TO DECLARE THIS CONTRACT TERMINATED, AND AT AN END, AND RE-ENTER AND RE-TAKE POSSESSION OF THE PREMISES, OR ANY PART THEREOF, IN THE NAME OF THE WHOLE, AND THE PURCHASERS, IN SUCH EVENT, COVENANT AND AGREE TO SURRENDER POSSESSION OF SAID PREMISES, AND ALL RIGHTS OF THE PURCHASERS TO ENTER INTO SAID PREMISES, OR ANY PART THEREOF, SHALL THEREUPON IMMEDIATELY CEASE AND TERMINATE, AND THE SAID PROPERTY ABOVE DESCRIBED, TOGETHER WITH ALL TIMBER THEREON, WHETHER STANDING OR FALLEN SHALL BE THE ABSOLUTE PROPERTY OF THE VENDOR TO THE SAME EXTENT AS IF THIS AGREEMENT HAD NEVER BEEN MADE, PROVIDED, HOWEVER, THAT IN SUCH EVENT THE VENDOR SHALL HAVE THE RIGHT TO RECOVER FROM THE PURCHASERS ALL SUMS THEN OWING FOR TIMBER THEREFORE LOGGED, OR THE VENDOR MAY AT HIS OPTION, UPON THE HAPPENING OF SUCH A BREACH, OR AT ANY TIME THEREAFTER WHILE SAME CONTINUES, DECLARE THE ENTIRE BALANCE REMAINING UNPAID HEREUNDER IMMEDIATELY DUE AND PAYABLE, AND MAY FORECLOSE THIS CONTRACT AS A MORTGAGE. TITLE TO ALL LOGS AND TIMBER SHALL REMAIN IN THE VENDOR UNTIL PAYMENT THEREFOR SHALL BE MADE. A WAIVER OF ANY DEFAULT BY THE VENDOR SHALL NOT BE A WAIVER OF A SUBSEQUENT DEFAULT, AND ANY DELAY IN ENFORCING ANY RIGHT OF DEFAULT HEREUNDER SHALL NOT BE A WAIVER OF SUCH RIGHT.

THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS AND ASSIGNS OF THE RESPECTIVE PARTIES, EXCEPT THAT THE PURCHASERS SHALL HAVE NO RIGHT TO SELL OR ASSIGN OR INCUMBER THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE VENDOR BEING FIRST HAD.

THAT IN THE EVENT SUIT OR ACTION IS INSTITUTED BY THE VENDOR IN ANY COURT OF LAW TO ADJUST THE RIGHTS OF THE PARTIES HERETO AND THE VENDOR, IF SUCCESSFUL, SHALL, IN ADDITION TO SUCH SUMS AS MAY BE RECOVERED, AND COSTS AND DISBURSEMENTS, RECOVER SUCH ADDITIONAL SUM AS TO THE COURT MAY SEEM REASONABLE, AS ATTORNEYS FEES.

THAT THE VENDOR SHALL HAVE A LIEN UPON ALL THE PROPERTY PLACED UPON THE SAID PREMISES BY THE PURCHASERS FOR THE FAITHFUL PERFORMANCE OF THIS CONTRACT.

IT IS FURTHER STIPULATED AND AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASERS, THAT THE VENDOR, HAVING SUBMITTED TO THE PURCHASERS, ABSTRACT AND EVIDENCE OF TITLE, SHOWING THE TITLE OF THE VENDOR IN THE SAID PREMISES, AND THE PURCHASERS HAVING HAD ACCESS TO EXAMINE THE SAID EVIDENCE OF TITLE, TAKE THE PROPERTY HEREBY CONVEYED BY THE VENDOR WITH NOTICE OF THE TITLE OF THE VENDOR, AND PURCHASERS HEREBY ACCEPT SAME.

REFERENCE TO ALL TIMBER HEREIN IS MEANT TO SIGNIFY ALL MERCHANTABLE SAW-LOGS WITH BUTT OF 18 INCHES OR OVER AND TOP OF 14 IN INCLUDING NO 3 LOGS. LOGS SOLD UNDER THIS AGREEMENT ARE TO BE SCALED BY REGULAR COLUMBIA RIVER SCALE.

THE PRICE OF TIMBER WITH BUTT OF LESS THAN 18 INCHES SUITABLE FOR PILING SHALL BE ON A LINEAL FOOT BASIS AT THE FOLLOWING SCALE OF PRICES UNDER 40 FEET ONE CENT PER LINEAL FOOT FROM 40 TO 60 FEET $1\frac{1}{2}$, FROM 60 TO 80 2 CENTS; FROM 80 TO 100 3 CENTS.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THE \$500.00 CASH PAID ON STUMPAGE AND THE EXTRA \$1.00 PER M. TO BE PAID FROM TIME TO TIME, ARE IN THE NATURE OF A GUARANTEE OF COMPLETION OF CONTRACT AND ANY AND ALL SUMS SO PAID IN EXCESS OF \$2.50 PER M. ARE TO BE FORFEITED IF CONTRACT IS NOT COMPLETED AND ALL THE TIMBER ON LAND DESCRIBED HEREIN LOGGED. IT IS ESTIMATED THAT THE TIMBER ON TRACTS DESCRIBED IS APPROXIMATELY TEN MILLION FEET.

GEO. C. HOWARD

VENDOR

D. W. CAMPBELL

JOE MARSTON

CARL SCHRODER

W. J. LAPORTE

SWAN SPITZ

BUYERS

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss

ON THIS THE 1ST DAY OF OCTOBER, 1926 PERSONALLY CAME BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED GEO. C. HOWARD, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND WHO PERSONALLY ACKNOWLEDGED THAT HE EXECUTED SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN NAMED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 1ST DAY OF OCTOBER, 1926.

{ NOTARIAL }
SEAL

E. M. BROWN
NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES JUNE 28, 1929

FILED FOR RECORD MARCH 30, 1927 AT 8:30 O'CLOCK A. M. BY GEO. C. HOWARD.

BY

G C Chesser
COUNTY AUDITOR
Will A. Mitchell

DEPUTY