

Pres.
First Party

Albert Aalvik
Second Party

STATE OF WASHINGTON }
County of Pierce } ss.

On this 20th day of May, 1948, before me personally appeared N. O. Cruver and _____
_____ to me known to be the President of the corporation that executed the within and
foregoing instrument, and acknowledged the said 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 they were authorized to execute said instrument, and that the seal affixed 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.

(Notarial Seal Affixed)

H. E. Heagen
Notary Public in and for the State of
Washington, residing at Tacoma.

STATE OF WASHINGTON)
County of Skamania } ss.

On this 20th day of May, 1948, before me personally appeared ALBER AALVIK, to me
known to be the individual described in and who executed the within and foregoing instru-
ment and acknowledged 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 first above written..

R. M. Wright
Notary Public in and for the State of Washington, residing at Stevenson
(Notarial Seal Affixed)

Filed for record May 26, 1948 at 10-55 a.m. by R. Hegewald.

John C. McGillivray
Skamania County Auditor

#37946

John McGillivray et ux and Dayton W. Larimore et al

TIMBER CONTRACT

THIS AGREEMENT, made and entered into this 6th day of May, 1948, by and between JOHN
MCGILLIVRAY and DOROTHY MCGILLIVRAY, husband and wife, hereinafter referred to as vendors
and DAYTON W. LARIMORE and GILBERT DUBY, hereinafter referred to as the vendees,

WITNESSETH:

That for and in consideration of the payments hereinafter specified, the vendors agree
to sell and the vendees agree to purchase all of the timber upon the hereinafter described
real property situated in the County of Skamania, State of Washington, to-wit:

All of Section 32, and the West $\frac{1}{2}$ of Section 33, in Township 3 North
Range 5, East of the Willamette Meridian.

It is understood and agreed between the vendors and the vendees that the total purchase
price for the timber standing upon the above described real property is the sum of Six
Thousand (\$6,000.00) Dollars, upon which the vendees have paid the sum of Two Thousand
(\$2,000.00) Dollars, receipt of which is hereby acknowledged by the vendors, leaving a
balance of Four Thousand (\$4,000.00) Dollars, which the vendees agree that they shall pay
as follows: the sum of One Thousand (\$1,000.00) Dollars on the 10th day of July, 1948,
One Thousand (\$1,000.00) Dollars on the 10th day of August, 1948, One Thousand (\$1,000.00)
Dollars on the 10th of September, 1948 and One Thousand (\$1,000.00) Dollars on the 10th
day of October, 1948. It is further understood and agreed that the principal balances

are not to bear interest.

It is further understood and agreed that the vendees are to have the right to cut this timber and take it from the property for a period of five years from the date of this agreement, which right to cut the timber and take it from the hereinabove described premises will terminate on the 5th day of May, 1953.

It is further understood and agreed between the vendors and the vendees that the vendees are authorized in person and through their employees to enter upon said premises and construct such roads thereon as may be necessary in removal of said timber, and all other things incident and necessary in carrying out this agreement.

It is further understood and agreed that the vendees assume the responsibility for locating the boundary lines of the property hereinabove described and assume responsibility for any damages caused to the owners of the adjoining property through or arising out of any acts of the vendees or their employees in performing this agreement. The vendees agree to hold vendors free from all losses by reason of any such acts or claims for damages.

The vendees further undertake and agree to comply with all rules and regulations of the local, State or Federal Forestry Dept., or Fire Wardens or Rangers and to justly protect vendors in that respect and vendees assume all responsibility as between the parties to this agreement for any and all loss or damage which may be occasioned through fire or the burning of any trash, debris, or timber, or timber products on such premises during the time the vendees are operating on such land.

The vendees undertake and agree to pay all local, State or Federal taxes levied and accruing by reason of their operation in removing said timber and any and all other assessments, licenses, fees and expenses connected with such operation and not to allow any thereof, to become delinquent or to become a lien against the property of vendors.

The vendees also undertake and agree to pay all laborers and others who might have a claim on any of said logs, timber and land by reason of labor performed or materials supplied in connection with such operations, and not allow any lien to arise against any of such property through failure to pay any of such items.

It is further understood and agreed between the vendors and the vendees that when said timber has been cut and made subject to market, vendees shall have full power and authority to sell and convey title thereto, but the right to take any timber from the hereinabove described property shall terminate on the 5th day of May, 1953. Should the vendees fail to perform any of the obligations herein imposed on them, then vendors may at their option, declare this contract forfeited, whereupon the same is immediately terminated and thereafter vendees shall have no right to enter upon said premises except to remove any equipment which they may have thereon.

It is further understood and agreed that in case it becomes necessary to maintain an action to enforce collection of the payments due or to repossess the property, that a reasonable attorney's fee may be allowed in addition to the costs of such action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this the 6th day of May, 1948.

John McGillivray
Dorothy McGillivray
Vendors
Dayton W. Larimore
Gilbert Duby

STATE OF WASHINGTON)
County of Clark) ss

This is to certify that on this day, before me, the undersigned Notary Public in and for the State of Washington, personally appeared John McGillivray and Dorothy McGillivray, husband and wife, to me known to be the identical individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their 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, this the 6th day of May, 1948.

(Notarial Seal Affixed)

J. Guthrie Langsdorn
Notary Public in and for the State
of Washington, residing at
Vancouver, therein.

Filed for record May 29, 1948 at 9-45 a.m. by R. N. Kavanaugh.

John C. Langsdorn
Skamania County Auditor

#37947

Dayton W. Larimore et al to Kingsley Lumber Co.

ASSIGNMENT OF TIMBER CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That DAYTON W. LARIMORE and GILBERT DUBY, assignors, in consideration of the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars to them in hand paid, do hereby assign, transfer, and convey unto KINGSLEY LUMBER CO., a corporation, assignee, all of their right, title, and interest in and to a certain timber contract executed by them as vendees and by John McGillivray and Dorothy McGillivray, husband and wife, as vendors on the 6th day of May, 1948, for the sale of the standing timber upon the following described real property:

All of Section 32, and the West $\frac{1}{2}$ of Section 33, in Township 3
North Range 5, East of the Willamette Meridian, County of Skamania,
State of Washington.

including their right, title, and interest in and to the standing timber on said real property.

Provided that if payment of the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars shall be made in accordance with the terms of an agreement executed this day by and between the parties and if the assignors shall otherwise perform all of the terms of said agreement, this assignment shall be rendered void, but in case default be made in the performance of said agreement, or the standing timber upon the property above described or the logs cut therefrom be seized or attached or moved from the logging operations of assignors upon said property, this assignment shall remain in full force and effect and shall entitle assignee to perform the terms of said timber contract and to obtain title to the timber on the real property above described.

WITNESS our hands and seals in duplicate, this 7th day of May, 1948.

Witnesses

R. N. Kavanaugh

Mary McHenry

Dayton W. Larimore

Gilbert Duby
Assignors

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this 7th day of May, A.D. 1948, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dayton W. Larimore and Gilbert Duby who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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