

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 Langsdorf
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. Langsdorf
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.

Book 3 of Agreements & Leases

(Notarial Seal Affixed)

R. N. Kavanaugh
Notary Public for Oregon
My Comm. Exp. Aug. 17, 1948

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

John C. Telephor
Skamania County Auditor

#37974

Leslie W. Yeager et ux to W. E. Wilson et ux

THIS AGREEMENT made and entered into by and between Leslie W. Yeager and Doris S. Yeager, husband and wife, Vendors, and W. E. Wilson and Ruth E. Wilson, husband and wife, Vendees, WITNESSETH:

That the Vendors in consideration of the payments to be made ^{as} hereinafter provided do hereby covenant and agree to sell and convey to the Vendees, the following described personal property in Skamania County, State of Washington, to-wit:

Middlebe-Marshall Oven-Model E; Readeo-G-60-65891 Mixer with all atta; Speed Giant Slicer; Miller sealer, five shelf bread rack; G. E. 7 ft. refrigerator, donut kettle, electric element, screens, thermometer and range, new scales, scoops and weights, double compartment built in sink, 3 large heavy tinned mixing bowls and barrel on wheels, pan bin on wheels, pan bench, work bench, back bar, 10 foot show case, 4 foot show case, small gum case, wrapping counter & paper racks, American cash register & adding machine, coffee counter & stools, coffee cupboard, cake tins, pie tins, bread pans, cookie trays, display trays, yeast kettle & beater-flour sieve, rolling pins, bench brush, cutters, spatulas, 3 covered tin bins, garage.

And the Vendees agree to pay therefor the sum of \$3000.00 as follows: \$2000.00 upon delivery of these presents receipts whereof is hereby confessed and the balance thereof at the rate of \$40.00 per month payable on the first day of each month commencing July 1st, 1948, with interest at the rate of 6% per annum payable monthly.

In case the Vendees make the payments as aforesaid in the time and in the manner above provided the Vendors will execute and deliver to the Vendees a bill of sale for said personal property conveying the same free and clear of all encumbrances, save and except such as may have been suffered by the Vendees but in case the Vendees fail to make the payments aforesaid or fail to keep and perform the covenants herein contained the Vendors may immediately enter into the premises where said personal property is kept and take possession of the same without any action at law being required and declare this contract terminated and all rights hereunder shall thereby cease and be determined.

The Vendees promise and agree that they will properly care for and protect the said personal property and in case of breakage or damage will replace or repair the same so that the value thereof shall remain equal to the value prior to said breakage or damage and in event of a default in the performance of the terms and conditions hereof and the declaration of forfeiture as herein contained they will deliver the said personal property to the Vendors in as good condition as received ordinary use and wear thereof excepted. They further promise and agree that they will keep said personal property insured with a responsible fire insurance company against loss by fire in amount equal to the unpaid balance under this contract and that loss shall be payable to the Vendors as their interest may appear.

Time is of the essence of this agreement, but acceptance of any installment after the same shall become delinquent shall not be construed as a waiver of this covenant as to any subsequent default.

In testimony whereof the parties have executed these presents in duplicate this 2nd day of June, 1948.

L. W. Yeager (LS)

Doris S. Yeager (LS)
VENDORS