

#38688

Leon P. Montchalin et ux et al to Northwest Door & Plywood Sales, Inc.

THIS AGREEMENT, Made and entered into by and between Leon P. Montchalin and Beryl P. Montchalin, husband and wife, and John R. Montchalin and Emily Montchalin, husband and wife, parties of the first part, and Northwest Door & Plywood Sales Inc., a Washington corporation, part of the second part, WITNESSETH:

WHEREAS, The parties of the first part have sold and conveyed unto the party of the second part, the following described real property in Kamania County, Washington, to-wit:

The SE $\frac{1}{4}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 6, Tp. 2 N. R. 6 E.W.M.

The NE $\frac{1}{4}$ and S $\frac{1}{2}$ of Section 28 Tp. 3 N. R. 6 E.W.M.

The E $\frac{1}{2}$ of NE $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32 Tp. 3 N.R. 6 E.W.M. excepting and reserving certain minerals and easements therefrom, and

WHEREAS, the party of the second part intends to cut and remove the timber therefrom and in their logging operations will be required to transport the same from said real property to market by truck or other conveyance operated over roadway, and

WHEREAS, the parties of the first part are the owners of certain easements, rights and privileges over, along and across certain logging roads heretofore constructed by Vernon Caldwell and Clair R. Caldwell, under and by virtue of a contract dated the 1st day of Dec., 1947, which provides as follows:

"WHEREAS, The parties of the first part have this day entered into an executory contract of sale with the parties of the second part whereby they have agreed to convey to the parties of the second part and the parties of the second part have agreed to purchase the following described real property in Kamania County, Washington, to-wit:

All of Section 35 and Southwest quarter of Section 36, all in Township 3 North of Range 5 E.W.M.

and Whereas there is certain timber standing and being upon the property described in said contract that the parties of the second part desire to cut and remove.

NOW THEREFORE, If the parties of the second part shall make the payment of purchase price provided for in said contract, at the time and in the manner therein specified and shall keep and perform all the terms and conditions thereof, they shall and may have the right and privilege to construct and use a logging road over and across lands owned by the parties of the first part in Section 36, Tp. 3 N. R. 5 E.W.M., and Section 1, 11, 12, 14 and 23 in Township 2 N. R. 5 E.W.M., for a period of ten (10) years from the date hereof, which said road may be used by the parties of the second part or by their heirs and assigns for the transportation thereover of all timber taken from the property described in the above mentioned contract or from any other property which the said parties of the second part or their assigns may acquire by purchase from the parties of the first part, without charge therefor. If the parties of the second part desire to use the said road for the transportation thereover of timber acquired by them from any other person or party other than the parties of the first part they shall pay to the parties of the first part for the transportation of such timber over said road the sum of \$.15 per thousand feet log measure. Said tolls to be based upon scale sheets for the timber so transported, a duplicate copy of which shall be furnished to the parties of the first part."

The parties of the first part, their heirs, administrators, executors or assigns shall also have the right to use the road above mentioned, if and when constructed, for transportation thereover of any logs or timber products cut and removed from property now owned by them without any obligation on their part to pay toll or maintenance charge therefor.

Upon termination of this agreement all rights of the parties of the second part in and to the said easement, roadway or privilege of use thereof shall immediately cease and be determined without any act or declaration on the part of the parties of the first part being required."

NOW THEREFORE, In consideration of the purchase of the real property aforesaid and as a part of consideration therefore and in consideration of the further sum of \$1.00 to the parties of the first part in hand paid the said parties of the first part do hereby Assign, Set Over and convey unto the party of the second part all their rights and privileges arising by virtue of the above mentioned contract with respect to the right to use the roads therein mentioned and constructed pursuant to and under the authority of said contract, including the right to collect the tolls and the rein provided.

PROVIDED, HOWEVER, and this assignment and agreement is made subject to the reservations and conditions that the use of the said roads by the party of the second part shall not be exclusive and that the parties of the first part reserve to themselves and to

Book 3 of Agreements & Leases

their heirs and assigns the right and privilege to use the same for the transportation of timber or timber products thereover from other lands owned by them at the date of the above mentioned contract and not included in the conveyance to the party of the second part. Such use to be in conjunction with the said Vernon Caldwell and Clair R. Caldwell, their heirs and assigns, and/or the party of the second part and in compliance with the terms and conditions of the above mentioned contract.

This agreement shall remain in full force and effect for the term of nine (9) years from the date hereof and upon the expiration of said term all rights, and privileges granted and conveyed by this assignment to the party of the second part shall absolutely cease and be determined.

IN TESTIMONY WHEREOF The parties hereto have executed these presents in duplicate this 30th day of November, 1948.

Leon P. Montchalin
Beryl P. Montchalin
John R. Montchalin
Emily Montchalin
Parties of the first part.

NORTHEAST DOOR & PLYWOOD SALES, Inc.
H. E. Tenzler, Pres.

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 30th day of November 1948 personally appeared before me Leon P. Montchalin and Beryl P. Montchalin, husband and wife and John R. Montchalin and Emily Montchalin, husband and wife to me known to be the individual described in and who executed the foregoing instrument, and acknowledged 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 last above written.

(Notarial seal affixed)

Raymond C. Sly
NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson.

Filed for record December 7, 1948 at 1:45 p.m. by R. C. Sly.

John E. Wachtel
Skamania County Auditor.

#35702

H. M. Van Wingerden to Charles G. Berg et ux et al

THIS AGREEMENT, Made and entered into by and between H. M. Van Wingerden, party of the first part, and Charles G. Berg and Alice G. Berg, husband and wife, and Jennie O. Brown, WITNESSETH:

Whereas the parties of the second part have this day executed a chattel mortgage as security for promissory note in the sum of \$4000.00 on or before ninety days after date and whereas it is understood that unless the parties of the second part can sell a certain contract for the sale of real property in Multnomah County, Oregon, within said ninety days they may be unable to pay the principal and interest of said note, therefore it is agreed that in case they are unable to make such sale the party of the first part will accept an assignment of the said contract of sale and apply the amount of the unpaid balance as credit upon said promissory note and will also grant the parties of the second part a reasonable extension of time for payment of the payment of any balance upon said mortgage.

Dated this 9th day of June, 1948.

H. M. Van Wingerden (LS)
Party of the first part.