

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.

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Charles G. Berg (LS)  
 Alice G. Berg (LS)  
 Jennie O. Brown (LS)  
 Parties of the second part.

Filed for record December 8, 1948 at 3:30 p.m. by Alice G. Berg.

John B. Clackley  
 Skamania County Auditor.

#38733

C. E. Fanning to M. H. Witty

## LOGGING AND TIMBER CONTRACT

This agreement made and entered into by and between C. E. Fanning, and wife, parties of the first part, and M. H. Witty, party of the second part WITNESSETH:

That for and in consideration of the payment to the party of the first part by the party of the second part of the sum of \$1000.00 lawful money of the United States, to be paid in the sum of \$500.00 before any logs are moved and the balance of \$500.00 to be paid before the final timber is removed. The party of the first part does hereby sell to the party of the second part that timber located upon the following described property located in Skamania County, State of Washington, to-wit:

All the timber located in the canyon located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of section 34, T2N, R5E adjacent to the property owned by Frank White, and the timber located below the cabin on the same creek that lies in section 27 (T2N, R5E) and the timber in the small ravine adjoining Frank White's North line, lying south west of said cabin in section 28, T2N, R5E, as agreed by party of the first part and party of the second part.

Together with the right to conduct any and all necessary logging operations for cutting logs and transporting said timber from said premises, together with the right-of-way for the purpose of ingress and egress to cut and remove said timber.

It is understood and agreed that the rights of the second party under this instrument shall be limited to a period from the date hereof to December 31, 1949, and that all right, title, and interest that second party may have in and to said timbers shall automatically revert to the first party and their grantors on December 31, 1949. That second parties agree to log said timber in a workmanlike manner and to comply with all the laws of the State of Washington in connection therewith.

IN WITNESS WHEREOF: Parties have hereunto set their hands and seals in duplicate this 30 day of August 1948.

PAID  
 Nov. 5-1948.  
 Received in full  
 C.E. Fanning  
 Thelma E. Fanning.

C. E. Fanning (SEAL)  
 Thelma E. Fanning (SEAL)  
 Parties of first Part  
 M. H. Witty (SEAL)  
 Party of the Second Part  
 Jack (M.H.) Witty  
 507. Cowlitz St.  
 Kelso, Wash.

Filed for record December 16, 1948 at 11:15 a.m. by C. E. Fanning.

John B. Clackley  
 Skamania County Auditor.

#38759

Carl R. Huckins to Frank L. Huckins et ux

THIS INDENTURE, Made this 24th day of June, A.D. 1946

WITNESSETH, That Carl R. Huckins of Washougal, County of Skamania, State of Washington, hereinafter called the lessor, does hereby lease, demise and let unto Frank L. Huckins and Clara Huckins (Husband and wife) of Washougal, Washington, hereinafter called the lessee the following property to-wit:- Beginning at the Northeast corner of Section 31, Township Two (2) North of Range Five (5) East of the W.M. Thence West 86.4 Rods; Thence South 87 rods; Thence East 36.4 Rods; Thence South 73 Rods; Thence East 17.25 Rods; Thence North 73 rods; thence East 32.75 Rods; Thence North 87 Rods to point of Beginning.