

## DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO. CO. 173967

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and terms of this agreement, he shall and may have the right to remove the said timber in the manner aforesaid, but in case he shall default in said payment within the term specified, or shall fail to keep and perform the terms, conditions and covenants contained herein, this agreement shall become null and void and all rights hereunder shall cease and be determined and all payments made hereunder shall be forfeited to the party of the first part as liquidated damages; provided, that in case of strike, lockout, insurrection or act of God preventing the party of the second part from keeping and performing the covenants herein contained, the time for performance shall be extended for a period equal to the time performance is so prevented.

In Testimony Whereof, the parties have hereto executed these presents in duplicate this 6th day of November, 1937.

Eleanor Yale  
By Verner C. Waggener  
Her attorney in fact  
Party of the first part  
O. P. Lewellen  
Party of the second part.

STATE OF WASHINGTON )  
                                  (ss  
COUNTY OF SKAMANIA )

I, Raymond C. Sly, a notary public in and for said state and county, do hereby certify that on this 6th day of November, 1937, personally appeared before me Verner C. Waggener to me known to be the individual described in and who executed the foregoing instrument as attorney in fact for Eleanor Yale, and acknowledged that he signed the same as the free and voluntary act and deed of said Eleanor Yale for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public for Washington residing  
at Stevenson therein.

Filed for record July 7, 1944 at 11-20 a.m. by Raymond C. Sly

Mabel J. Foster  
Skamania County Auditor.

#33427 Eleanor Yale to O. P. Lewellen

#### Supplemental Agreement

Know all men by these presents: That Eleanor Yale, a spinster, party of the first part, by Verner C. Waggener, her attorney-in-fact, and O. P. Lewellen, party of the second part, agree as follows:

Whereas, the parties hereto, on the 6th day of November, 1937, entered into a contract whereby the party of the first part, agreed to sell to the party of the second part, all yellow fir standing and being upon the Southwest quarter of Section 10, Township 7 North, Range 5, East of the Willamette Meridian, for the sum of \$5137.50, on which was paid at the execution of said contract, the sum of \$1000.00, leaving a balance due in the sum of \$4137.50, to be paid on or before May 1st, 1939, and

Whereas, it is the desire of both parties hereto that said contract be modified as to the time of the payment of the balance due,

Now, Therefore, the parties hereto do mutually agree as follows:

That the balance due and owing under the terms of the aforesaid contract in the sum of \$4137.50, shall be paid as follows:

The sum of \$1000.00 upon the execution of this supplemental agreement, and the sum of \$1000.00 on the 1st day of June, 1939, \$1000.00 on the 1st day of July, 1939, and the sum of \$1137.50 on the 1st day of August, 1939.