

utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way effect \_\_\_\_\_ right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.

In presence of

Aleen Fuller (seal)  
Ben F. Holcomb (seal)  
Anna K. Holcomb (seal)  
Lloyd Fuller (seal)

Filed for record July 21, 1944 at 11-20 a.m. by Grantee

Mabel J. Jasse  
Skamania County Auditor.

#33472

O. P. Lewellen et ux to Washington Veneer Company

In consideration of One Dollar and other valuable consideration received from Washington Veneer Company, a corporation, the receipt of which is hereby acknowledged, the undersigned, O. P. Lewellen and Alice J. Lewellen, his wife, do hereby transfer, set over, and assign to said Washington Veneer Company, a corporation, all of their rights and interests under the annexed right-of-way easement, subject to the terms and provisions thereof.

Dated this 18th day of May, 1944.

O. P. Lewellen  
Alice J. Lewellen

STATE OF WASHINGTON )  
COWLITZ COUNTY ) ss

I, the undersigned, a notary public in and for the said state, do hereby certify that on this 18th day of May, 1944, personally appeared before me O. P. Lewellen and Alice J. Lewellen to me known to be the individuals described in and who executed the within 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 first above written.

(Notarial seal affixed)

G. W. Gehrman  
Notary Public in and for the State of  
Washington, residing at Woodland, Wn.

The Washington Veneer Company, a corporation, in consideration of the foregoing assignment and the consent to said assignment by Fairhurst Lumber Company, does hereby accept said assignment and said agreement and does hereby covenant and agree to and with said Fairhurst Lumber Company, faithfully to keep, observe and perform each and every obligation, term, covenant, and condition of said agreement on the part of the lessee to be kept and performed, and faithfully/comply with the provisions of said agreement.

Dated this 26th day of June, 1944.

Washington Veneer Company, a corp.  
By E. W. Dethnan, Pres.

In consideration of the performance by Washington Veneer Company, a corporation, of