

DEED RECORD 31

SKAMANIA COUNTY, WASHINGTON

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.

Raymond C. Sly

Notary Public in and for the State of Washington
residing at Stevenson, therein.

\$0.55 USIR and \$0.50 State Stamps affixed and marked, "2/8/47, CS".

Filed for record February 8, 1947 at 9-30 a.m. by Bank of Stevenson.

John C. Hachter
Skamania County Auditor

#36294 Wm. J. Wineberg and Stephen B. Kahn to J. M. Loomis and W. R. Hayden

AGREEMENT

THIS AGREEMENT, made this 10th day of February, 1947, by and between J. M. LOOMIS and W. R. HAYDEN, Purchasers, and WM.J. WINEBERG and STEPHEN B. KAHN, Sellers, WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN THOUSAND (\$10,000.00) DOLLARS, to be paid by purchasers to sellers, seller agrees to sell and purchaser agrees to purchase all of the timber situated upon the following described tracts, in the County of Skamania, State of Washington, to-wit:

All of Section 32 (except the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$)
Township 3 North Range 7 East of the Willamette
Meridian, and

the Southwest Quarter (SW $\frac{1}{4}$) of Section 4 Twp
Two (2) N. R. 6 East of the Willamette Meridian.

Purchasers shall pay to sellers concurrently with the execution of this contract the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, receipt of which is hereby acknowledged, and the balance of the purchase price, to-wit, \$5,000.00, on or before February 20, 1947, at which time sellers shall execute a bill of sale to purchasers, warranting that the foregoing timber is free from all encumbrances of any kind.

Purchaser agrees promptly to pay all taxes due or to become due commencing with 1948 taxes, and any taxes that may thereafter be levied.

Purchaser agrees to remove all timber on or before February 20, 1952, at which time the title to all timber, felled or standing shall revert to sellers and purchaser's interest therein shall cease and terminate; however, sellers agree that for a further and additional sum of \$500.00 per year, commencing February 20, 1952, purchasers may continue to cut and remove timber, but all such annual extensions shall cease and terminate absolutely February 20, 1957.

AGREEMENT - PAGE ONE

SELLERS further agree to assign and transfer unto purchasers the non-exclusive right to use any and all easements and rights of way heretofore granted to sellers by R. E. HEGEWALD, providing ingress and egress to Section 32, Township 3 North Range 7 East of the Willamette Meridian, sellers reserve to themselves, however, the full right to use such easements and rights of way for themselves, their executors and assigns.

PURCHASERS agree to log the above described tracts in compliance with all laws, state or federal, now in force or which may hereafter be enacted, and purchasers further agree to hold sellers free from any claim or damage from any cause arising in connection with their logging operations.

SELLERS reserve to themselves all rights in the land, minerals and water, other than timber, and it is understood that sellers shall at all times shall have right to enter upon, prospect for, and remove any minerals therefrom.

If sellers shall fail to deliver unto purchasers a good and sufficient bill of sale,