

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

contracts with the Buyers for the logging of Sections 22, 26 and 27 in Township 3 North, Range 5 East, W.M. Skamania County, Washington.

- (6) All prepaid insurance premiums and all other prepaid expenses, all accounts receivable and all other rights, actions and assets and cause of action now owned by the Sellers or acquired by them in connection with said logging operations under their said contract with the Buyers.

It is intended by the execution of this Bill of Sale and a Quit Claim Deed of even date herewith, to assign, sell and convey to the Buyers all property and property rights of every kind and character now owned by the Sellers or heretofore owned by them and used or acquired in connection with or arising out of the logging operations under a contract between said parties dated the 10th day of February, 1947, and the supplements and amendments thereto.

TO HAVE AND TO HOLD the same unto said Buyers, their heirs, executors, administrators, successors and assigns forever,

covenant and agree with the Buyers, their heirs, executors, administrators, And the Sellers do, for their heirs, executors and administrators, successors and assigns, to warrant and defend the sale of said property, goods and chattels above described and hereby sold unto the Buyers, their successors and assigns, against all and every person whomsoever claiming or to claim the same, and the Sellers hereby warrant that said property is free and clear of all debts and encumbrances.

IN WITNESS WHEREOF the Sellers have hereunto set their hand and seals this 10th day of May, 1950.

M. C. SKELTON (S)

ERMA E. SKELTON (S)

State of Washington) ss.
County of Clark)

On this day personally appeared before me M. C. Skelton and Irma E. Skelton, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of May, 1950

OWEN P. HUGHES (S)

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

WHEREAS, the parties hereto as Sellers and Buyer, respectively, made and entered into a certain agreement dated the 3rd day of July, 1950, whereby the Sellers had agreed to sell and the Buyer had agreed to buy certain real and personal property situated in the Counties of Skamania and Clark, State of Washington, and the interest of the Sellers in the joint venture operations heretofore carried on by the Buyer and Sellers in said counties; and

WHEREAS, said agreement provided for the delivery of a deed and bill of sale upon payment of the purchase price in full; and

WHEREAS, the Buyer contemplates selling certain logging equipment to a logger and the Sellers are willing that such sale be made; and

WHEREAS, from time to time it may be in the interest of both the Buyer and Sellers to release real and personal property and rights from under said agreement prior to the payment of the purchase price in full;

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein, it is agreed:

1. Permission is hereby granted to the Buyer to sell and dispose of any and all logging equipment included under said agreement of July 3, 1950, provided that the full amount of the purchase price thereof received by the Buyer therefor shall forthwith upon its said receipt be paid to the Sellers on account of the purchase price stated in said agreement of July 3, 1950.

2. The provisions in said agreement of July 3, 1950 giving to Lee L. Doud or Donald H. Doud authority to act in certain instances as stated in said agreement in behalf of all of the Sellers shall be deemed to include the right to grant the release prior to the payment of the purchase price in full from under said agreement of part or all of the property subject thereto, provided that the payment received therefor by the Buyer shall forthwith be paid on account of the purchase price under said agreement.