

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

MA BINDER & PTC CO. 192512

STATE OF WASHINGTON)
County of Cowlitz) SS.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 14 day of February, 1951, personally appeared before me William Lotz and Alice Lotz to me known to be the individuals 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)

E. E. Dingerson
Notary Public in and for the State of Washington,
residing at Kelso Wash.

\$3.30 USIR and \$3.00 State Stamps affixed, cancelled "J.M. 3/16/51".

Filed for record March 16, 1951 at 2-30 p.m. by Mrs. Howard Martin.

John C. Wachter
Skamania County Auditor

#42206

Una Z. Ward et vir to Howard Henderson

TIMBER DEED

This indenture, made and entered into this day between Una Z. Ward and Lyman W. Ward, wife and husband, parties of the first part, and Howard Henderson, party of the second part, witnesseth:

That the said first parties, for and in consideration of the sum of One Hundred and no/100 (\$100.00) Dollars earnest money the receipt of which is hereby acknowledged, and the further payment of Eleven Hundred Fifty and no/100 (\$1150.00) Dollars on or before July 21, 1950, do grant, bargain, sell and convey unto the party of the second part, all the merchantable timber lying, standing or being upon all of that tract of land in the county of Skamania, State of Washington, to-wit:

All timber upon the land of the grantors, Una Z. Ward and Lyman W. Ward, which lies in Section 27, Township 3 North, Range 9 East of the Willamette Meridian, in Skamania County, State of Washington.

together with right to enter upon said land and cut and remove therefrom at any time within five (5) years from the date hereof, the timber herein conveyed, to build, repair and maintain such roads as may be required in the cutting and removal of said timber; with the following provisions.

The party of the second part shall not go on the land, build any roads, cut or remove any timber until the balance of Eleven Hundred Fifty and no/100 (\$1150.00) Dollars is paid in full. Should the party of the second part fail to pay said amount in full, then the One Hundred and no/100 (\$100.00) Dollars paid this date shall be considered as earnest money and forfeited to the parties of the first part.

The second party shall use due care so as not to damage or interfere with the water system leading down to and serving the community of Cooks; and, at points where the road constructed crosses the pipe line of said water system to protect same by a sufficient overcrossing, or if necessary bury said pipe-line in a sufficient manner to protect it from damage: shall use due care and diligence to prevent said water from being contaminated or fouled in any manner; said second party shall not remove or disturb that certain clump of trees, brush or timber surrounding the point of diversion of said water system and leading on down the draw to include the water falls, a little below said point of diversion: second party further agrees to be held responsible for any damage caused to said water system and to fully pay for or repair same.

Within the time limit prescribed, second party shall be entitled to remove all the said timber from said premises and will obey all Federal, State, County or District laws,